

# NANTUCKET MEMORIAL AIRPORT COMMISSION

March 9, 2016

## Agenda

1. Announcements
  - a. This Meeting is Being Audio Recorded
2. Review and Approve:
  - a. Agenda
  - b. 2/9/16 Draft Minutes
  - c. Ratify 2/24/16 Warrant
  - d. Approve 3/9/16 Warrant
3. Public Comment
4. **020916-1** Public Hearing to consider Proposed Revisions to Rates & Charges
5. Pending Matters
  - a. **042214-2** Formerly Used Defense Site (FUDS) Status
  - b. **011216-1** Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.
  - c. **031015-1** Airline Incentive Plan Discussion
  - d. **011315-2** General Fund Repayment Proposal and Discussion of In-Kind Services
6. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
7. **030816-1** Declaration of Surplus Property – 10 Sun Island Road Parcels
8. **030816-2** Flat Roof Building Future Use Discussion
9. **122215-1** Air Service Update
10. Manager's Report
  - a. Project Updates
    - i. Modernization of the Air Traffic Control Tower
      - a) **030816-3** Ratify CO #'s 009, 010
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Statistics
  - e. Request for Travel – AAAE Conference – May 15<sup>th</sup> – 18<sup>th</sup>
  - f. Personnel Report
11. Commissioner's Comments
12. Public Comment
13. Executive Session – G.L. c.30A, §21 (a)
  - a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 5/28/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 4/22/14, 6/24/14, 11/25/14, 2/24/15, 3/10/15, 4/14/15, 5/12/15, 6/9/15, 7/14/15, 8/11/15, 9/8/15, 10/13/15, 11/10/15, 12/8/15, 12/22/15, 1/12/16 and 1/19/16 for possible release; and 2/9/16 for review and possible release, and
  - b. Clause 6: To consider the purchase, exchange, lease or value of real property with respect to Exhibit A. The Chair has determined that an open session may have a detrimental effect on the negotiation position of the Airport Commission, and
  - c. Clause 3 & 6: To consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation and/or litigation position of the Airport Commission.



Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**DRAFT**

**AIRPORT COMMISSION MEETING**

**February 9, 2016**

The meeting was called to order at 5:05 pm by Chairman Daniel Drake with the following Commissioners present: Arthur Gasbarro and Andrea Planzer. Anthony Bouscaren and Jeanette Topham were absent.

The meeting took place in the 1<sup>st</sup> floor Community room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, David Sylvia, Compliance Manager, Preston Harimon, Operations Superintendent, Jamie Sandsbury, Business and Finance Manager, and Mae Williams, Administrative Assistant.

Mr. Drake announced the meeting was being video and audio recorded.

Mr. Drake asked for comments on the Agenda. Hearing none, the Agenda was adopted.

Ms. Planzer made a **Motion** to approve the minutes of 1/12/16 and 1/19/16. **Second** by Mr. Gasbarro and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to ratify the 1/27/16 warrant and approve the 2/10/16 warrant. **Second** by Ms. Planzer and **Passed** unanimously.

**020916-1 Public Hearing to consider Proposed Revisions to Rates & Charges**

Mr. Rafter reviewed the proposed revisions which included adding the King Air and CRJ for signatory operators, freight, clarification of General Aviation landing and ramp fees, waiving of fees for Med-Flights, etc., ground transportation modification, and special events fee for building rental.

Mr. Drake announced the Public Hearing was open.

Mr. Peter Farrell of Cape Air addressed the Commission stating since the departure of Island Air, Cape Air has taken over 100% of the freight operations and requests a change of .05 cents per pound to a fixed fee of \$10.00 applicable to dedicated cargo flights regardless of the number of pounds carried. . Discussion continued on how to best economically serve the needs of the island for all parties involved.

Ms. Planzer made a **Motion** to table the freight/mail charge issue until the next meeting. **Second** by Mr. Gasbarro and **Passed** unanimously.

Mr. Drake announced the Public Hearing is closed.

Mr. Gasbarro asked for clarification regarding the methodology used for determining Terminal User Landing Fees. Mr. Rafter explained for signatory airlines, the landing fee is 75% of the published rate for that aircraft. Mr. Rafter also elaborated on the General Aviation single and twin engine aircraft of more or less than 6,000 pounds. Mr. Gasbarro questioned the possibility of abuse of Ramp fees for flight school operations. Mr. Rafter explained there should be minimal impact as the Airport encourages more flying. A more specific detailed list for exempt carriers was recommended.

Mr. Rafter reviewed the Livery Ramp Access Permit Fees. Mr. Drake would like to see the cost increased for commercial ramp access.

Mr. Drake would like to see a Special Events Fee of \$1,000 for privately owned hangars; and, \$2,000 for Airport-owned hangar. Ms. Planzer expressed concern that these fees are too high and would discourage use of airport facilities.

Ms. Planzer made a **Motion** to refer the changes of Rates & Charges back to the Airport Manager for further consideration and to schedule a new public hearing at the meeting of March 8, 2016. **Second** by Mr. Gasbarro and **Passed** unanimously.

**Public Comment** – None

#### **Pending Matters**

**042214-2 Formerly Used Defense Site (FUDS) Status** – Mr. Rafter reported that Stockpile X was investigated and cleared of Unexploded Ordnances (UXO) by the Army Corp of Engineers (ACE) with a final report due by March or April.

**011216-1 Emily Air LLC Request for Sub-Lease to Fly Blade, Inc.** – Mr. Rafter met with Melissa Tomkiel of Fly Blade to discuss possible resolutions to the Airport's concerns. He suggested if the sub-lease is approved, it should contain milestones to review conditions that are set forth. Ms. Tomkiel addressed the Commission stating that a consensus was reached on all the issues that had been raised. Schedules and aircraft tail numbers will be provided for transparency. Ms. Tomkiel agreed to present proposed language on the best way to review compliance with any conditions after one year, to allow extension of the term. Mr. Drake stated he is agreeable to go ahead with Fly Blade, assuming the details are worked out with Mr. Rafter before the next meeting. One example is that designated hangar tenant and employee parking provisions should be written into the lease.

Mr. Drake expressed his concerns over the significant difference in what rent is being paid by the prospective subtenant and what the airport actually receives for the ground lease. A concession fee should be considered with all future sub-leases.

**031015-1 Airline Incentive Plan Discussion** – Mr. Rafter reported the Incentive Plan has been approved by FAA Compliance New England but comments from FAA Compliance in Washington are still pending.

**020916-2 Ratification of GA Building Mediation Settlement** – Mr. Drake reported a settlement of \$360K was reached with the surety at a February 4, 2016 mediation hearing in Boston. This agreement is subject to approval at the Annual Town Meeting in April. Mr. Gasbarro thanked Mr. Drake for all his work done and made a **Motion** to ratify the GA Building mediation settlement. **Second** by Ms. Planzer and **Passed** unanimously.

#### **Pending Leases and Contracts**

Mr. Rafter presented the following Leases and Contracts:

- ➔ **McFarland-Johnson** – Operating budget contract for continued PFC Consulting (Reporting) through December, 2016 in the amount of \$6,700.
- ➔ **New England Detroit Diesel-Allison** – Operating budget contract for Repairs to Fire Truck Engine in the amount of \$60,000.
- ➔ **Kodiak America** – Capital Budget purchase of SRE Snow Blower for \$697,200 which will be AIP Funded: FAA (90%); DOT (5%).
- ➔ **A Taste of Nantucket** – 2016 Catering Agreement for \$1,500 Annual Business Fee plus 25% of Catering Fees.

Ms. Planzer made a **Motion** to approve the Leases and Contracts on Exhibit 1. **Second** by Mr. Gasbarro and **Passed** unanimously.

#### **Finance**

**020916-3 FY16 Budget Update** – Mr. Rafter reported, projected Operating Revenue for FY16 is \$6.2M compared to \$5.8M that was originally budgeted, which is an increase of \$332K. Fuel Revenue, in excess of the Fuel Revolver, is projected to be \$752K compared to \$2M that was originally budgeted, or a decrease of \$1.2M. The initial FY16 Budget indicated a reliance on Retained Earnings of \$833K; however, the projected reliance on Retained Earnings is now \$1.6M. Mr. Rafter indicated this could be construed as bad news, but added that there is \$1.8M profit sitting in the Fuel Revolver Account after the close of FY15 which is projected to be \$2.8M after FY16.

In the context of this discussion, Mr. Drake noted that any surplus in the Fuel Revolver for a given fiscal year will only be available to be incorporated as revenue in the Airport's operating budget for the fiscal year beginning twelve months later.

The Airport will seek a transfer, through an ATM16 Article of \$1,041M, the maximum amount allowed this year, from the Fuel Revolver Account to the Operating Budget. Passage of the Article would drop our reliance on Retained Earnings for FY16 to \$614K, down from the \$833K budgeted.

After discussion, it was noted an ATM Article will be planned every year to transfer any excess amount, once certified, from the Fuel Revolver Account surplus to the Operating Budget.

**111015-2 FY 2017 Budget** – Mr. Rafter noted the initial FY17 Budget required revisions after the announcement of the Island Airlines bankruptcy as well as other anticipated changes, noting both the FinCom and the Board of Selectman presentations were deferred until the Airport Commission reviewed and approved the revised budget. Mr. Rafter reviewed the adjustments made. Both Operating Revenue and Expenses increased slightly from \$7,956M to \$8,006M; and \$9,052M to \$9,129M respectively. Mr. Rafter noted, however, that originally Expenses were cut by \$168K; but we were subsequently notified by Town Finance of required increases to pension contribution and adjustments to the repayment agreement. Mr. Rafter noted while the revised FY17 Budget shows reliance on Retained Earnings of \$1.122M, the expectation is that this number will be much lower in part because of what can be transferred from the Fuel Revolver if the cap in the Fuel Revolver is lowered to reflect lower fuel prices.

Discussion turned back to the Fuel Revolver during which it was noted another ATM16 Article will be to reduce the Fuel Revolver cap from \$5.3M to \$4M for FY17. This will allow for a \$2M transfer to be incorporated into the budget request presented to ATM17.

Ms. Planzer made a **Motion** specifically to approve the transfer of \$1,041,151 from the Fuel Revolver's prior year's surpluses to the Airport Operating Budget for the fiscal year 2016. **Second** by Mr. Gasbarro and **Passed** unanimously. Mr. Drake added he hopes the voters understand the issue and approves the ATM Warrant Article.

Mr. Gasbarro made a **Motion** to approve the budget detailed summary shown with budget with revenues of \$8,006,466 expenses of \$9,129,040 leaving a negative net earnings of \$1,122,574, covered by a transfer from retained earnings of \$1,122,574. **Second** by Ms. Planzer and **Passed** unanimously.

**011315-2 General Fund Repayment Proposal and Discussion of In-Kind Services** – Mr. Rafter reported that Fin Com reviewed and had concerns regarding the in-kind services and how it would be accounted for internally and what value would be established. The Airport would give the volume of the available material to the DPW each year and they would establish the rate under a methodology to be worked out by Mr. Rafter with the DPW Director and the Finance Director.

The Fin Com also recommended that any credit for in-kind services be allocated to the final years of the repayment agreement. This would effectively reduce the number of years that cash payments would need to be made but would have no immediate impact on cash flow. Discussion and clarification of Annual Town Meeting Articles followed.

Mr. Gasbarro made a **Motion** to set the cap of the Fuel Revolver at \$4M for FY17. **Second** by Ms. Planzer and **Passed** unanimously.

With respect to future revenues, Mr. Rafter reminded the Commission that two rent abatements due to the FUDS issue will cease in FY18. Additional land can be rented once the FUDS issue is resolved. Rent on the parcel now leased by Airport Gas should increase in FY18 or FY19. Debt Service will decrease by approximately \$77K in FY18 and approximately \$120K in FY20.

**122215-1 Air Service Update** – Seasonal air service changes include American Airlines adding service to LaGuardia on Fridays, Saturday's and Sundays, June 4<sup>th</sup> to September 4<sup>th</sup> using Embraer 170 aircraft as well as using E170s on their DCA service.

Delta will offer new service to LaGuardia on Saturdays only from June 4<sup>th</sup> to September 3<sup>rd</sup> utilizing a CRJ-700.

JetBlue will be starting May 4<sup>th</sup> with 21 flights per week through June 18<sup>th</sup> then increasing to 28 flights per week through September.

United will have 3 flights per day from July 1 through August 15.

#### **Manager's Report – Project Update**

- ➔ Air Traffic Control Tower – Mr. Rafter requested the Commission ratify change orders 5, 6, & 7 totaling \$3,232. ATCT should be up and running by May 1, 2016. Mr. Gasbarro made a **Motion** to ratify the PCO's 5, 6, & 7. **Second** by Ms. Planzer and **Passed** unanimously.

- ➔ Specification discussions with Jacobs Engineering regarding the Airport Improvement Program (AIP) item that covers the FIDS System, interactive training, and vault repair is under way.
- ➔ After doing some research, John Grangrade, Maintenance Supervisor, has saved the Airport \$64,995.00 to install a regeneration pad for the parking of fuel trucks.
- ➔ A study of public address system is being conducted by a consultant of the Airport Cooperative Research Program to determine quality shortcomings.
- ➔ Staff is continuing to work with the Town energy office regarding the installation of a solar project.
- ➔ Annual attainment report on rare species was provided to Mass Heritage.
- ➔ Brush mowing project has been completed.
- ➔ Annual Environmental Compliance meeting is scheduled for March.

**RFP/Bid Status** – Mr. Rafter reported:

- ➔ Heating ventilation and air conditioning (HVAC) RFP was approved by Town and should be available shortly.
- ➔ Passenger boarding ramp bid is being prepared.
- ➔ Auto rental leases will be issued shortly.
- ➔ RFQ for architectural services for employee housing should be out within a month.
- ➔ On-call engineering RFP is being developed.
- ➔ Airport Gas Station RFP is in the final stages.
- ➔ Sun Island Road parcel RFP should be ready to be released immediately after Annual Town Meeting.
- ➔ Airfield paint and airfield on-call electrical services RFPs are being developed.

**Operations** – Mr. Rafter reported:

- ➔ Airport crews continue to do excellent work clearing after snow storms minimizing down time.
- ➔ A safe was reported being stolen from Crosswinds Restaurant.
- ➔ A bankruptcy hearing will be held on Friday, February 12, 2016 to discuss Island Air bankruptcy.
- ➔ Mr. McGrath has informed the airport that the freight hangar has been released and he is working with potential tenants to restore use.
- ➔ Mr. Rafter and Mr. Drake attended economic development forum January 22, 2016 regarding various items that impact businesses on the island.
- ➔ Lisa Balkunas-Kelly of Airport Media Solutions will be working to develop an in-house airport advertising program.
- ➔ Congressional delegation letters requesting support of the Regional Airlines Association Program to address the pilot shortage issue have been sent.

**Statistics** – Mr. Rafter reviewed the December 2015 overall statistics as well as the January 2016 Fuel & Noise Complaint statistics:

- ➔ Operations are down 21.02% from December 2014. Year-to-date down .21%.
- ➔ Enplanements are down 61.52% from December 2014. Year-to-date down 8.10%.
- ➔ Jet A gallons sold is down 12.01% from December 2014. Year-to-date up 1.22%. January 2016 is up 53% over January 2015.
- ➔ AvGas gallons sold is up 8.46% from December 2014. Year-to-date is up 5.61%. January 2016 is up 53.48% over January 2015.
- ➔ Freight is down 35% from December 2014. Year-to-date is down 6.29%.
- ➔ 0 Noise Complaints were filed in January 2016.

### Commissioners Comments

Mr. Drake addressed the issue of what is to become of the old FBO building. Status of the best use should be reported at next meeting.

### Public Comment

None.

Having no further business for Open Session, Ms. Planzer made a **Motion** to go into Executive Session, under G.L. Chapter 30 A, Section 21 A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 6 - to consider the purchase, exchange, lease or value of real property with respect to Exhibit A of the Airport Layout Plan and under Clauses 3 & 6 to consider the purchase, exchange, lease or value of real property and to discuss pending litigation to Gatto vs. Town. The Chair has determined that an open session may have a detrimental effect on the negotiation/litigation position of the Airport Commission. **Second** by Mr. Bouscaren and **Passed** by the following roll-call vote:

Ms. Planzer - Aye  
Mr. Gasbarro – Aye  
Mr. Drake – Aye

Meeting adjourned at 5:37 pm

Respectfully submitted,

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Mae R. Williams, Recorder

### Master List of Documents Used

2/9/16 Agenda including Exhibit 1  
1/12/16 Draft Minutes  
1/19/16 Draft Minutes  
1/27/16 Warrant Signature Sheet  
2/10/16 Warrant Signature Sheet  
Proposed changes to Nantucket Memorial Airport Rates & Charges dated 2/9/16  
Aircraft types and weights Listing  
1/6/16 email from A. Bonney to T. Rafter re: Freight Rate charged by Nantucket Airport  
1/12/16 letter from T. Rafter to M. Tomkiel re: Fly Blade operating concerns  
Updated Air Service Incentive Program Draft  
2/4/16 Settlement Agreement and Mutual Release between Merchants Bonding Company, Baybutt Construction Corp. and Town of Nantucket by its Airport Commission re: "General Aviation/Administrative Offices Building"  
McFarland-Johnson Contract for PFC services (\$6,700.00)  
New England Detroit Diesel-Allison Contract for rebuilding 8V92TA engine (\$60,000.00)  
Kodiak America Contract for Purchase of (AIP #63) SRE Snow Blower (\$697,200.00)  
A Taste of Nantucket 2016 Catering License Agreement  
FY 2016 Budget Update Actuals through Period 7  
FY 2017 Budget Revision 1  
ATCT Construction Change Order Log  
Jacobs Construction Change Directive ATCT – Maron Construction Co., Inc. PCO 005 (\$1,338.00)  
Jacobs Construction Change Directive ATCT – Maron Construction Co., Inc. PCO 006 (-\$1,014.00)  
Jacobs Construction Change Directive ATCT – Maron Construction Co., Inc. PCO 007 (\$2,908.00)  
2/2/16 Letter to Representative Keating re: FAA rule change causing pilot shortage  
2/2/16 Letter to Senator Markey re: FAA rule change causing pilot shortage  
2/2/16 Letter to Senator Warren re: FAA rule change causing pilot shortage  
December 2015 Statistics Report includes January Fuel and noise complaints

### Handouts

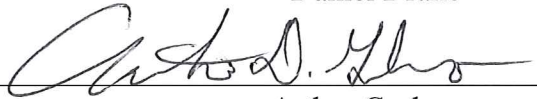
2/9/16 email from A. Bonney to T. Rafter re: ACK Rates and Charges  
2/8/16 response letter from M. Tomkiel – Fly Blade, Inc. to T. Rafter  
Updated Projected FY16 Operating/Fuel Revolver  
FY17 Budget Revision 2

# Warrant 2/24/16


Please Sign and Date

 2/15/16

Daniel Drake

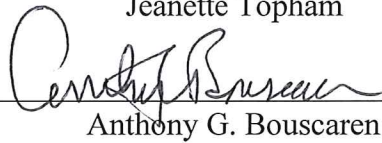
 2/13/16

Arthur Gasbarro

 2/12/16

Andrea Planzer

Jeanette Topham



Anthony G. Bouscaren

Batch # <u>5701</u>	Total <u>\$8383.66</u>	Date <u>2/5/16</u>	Initial <u>AG DP</u>
Batch # <u>5704</u>	Total <u>\$109,384.64</u>	Date <u>2/5/16</u>	Initial <u>AG DP</u>
Batch # <u>5713</u>	Total <u>\$10,006.69</u>	Date <u>2/11/16</u>	Initial <u>AG DP</u>
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____
Batch # _____	Total _____	Date _____	Initial _____



*Please Sign and Date*

Daniel Drake

Arthur Gasbarro

Andrea Planzer

Anthony

Anthony G. Bouscaren

Batch #	Total	Date	Initial
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# PROPOSED CHANGES ARE HI-LIGHTED IN YELLOW



## Nantucket Memorial Airport Rates and Charges

Effective 5/15/2015 Revised 6/2/15; 7/14/15; 9/8/15

**DRAFT FOR PUBLIC HEARING ON 3/8/16 AT 5:00 P.M. - PSF - 4 Fairgrounds Road**

### Aeronautical Fees

#### Airline/Air Charter/Air Taxi

Business Operating Fee	\$1,500.00	Annually or any part thereof
Counter & Office Space	\$40.00/sq. ft. / year	Minimum 250 sq. ft.
Common Use Space	\$10.00/sq.ft. / year	
Signatory* Fuel Discount		
	Jet -A Cost + \$1.05	Advance Deposit Required
	AvGas Cost + \$1.05	Advance Deposit Required

\*Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service.

#### Landing Fee - Terminal Users

B-N Islander, Cessna 402 (annual lease)	\$13.50	Per Landing
Cessna Caravan (annual lease)	\$17.00	Per Landing
<b>KingAir 300/350 (annual lease)</b>	<b>\$30.94</b>	<b>Per Landing</b>
<b>CRJ200 (annual Lease)</b>	<b>\$109.31</b>	<b>Per Landing</b>
Other Aircraft	\$2.75/1,000 lbs	Per Landing

#### Seasonal Terminal/Ramp Access Fee

May - September \$3,000/mo 4 Mo. Minimum, Paid in Advance

<b>NEW</b>	<b>Penalty for Operating w/o agreement</b>	<b>\$1,000/mo</b>	<b>Pro-rated for partial months</b>
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#### Building Use Charge (FBO Facility)

Aircraft with passenger seating capacity of nine or less and operating eight or less scheduled flights per day.  
(Plus Ramp Fees listed under General Aviation)

<b>NEW</b>	<b>Penalty for Operating w/o agreement</b>	<b>\$1,000/mo</b>	<b>Pro-rated for partial months</b>
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May - September \$1,575/mo 4 Month Minimum  
October - April \$525.00/mo

#### Landing Fee - FBO Facility User

Single Engine \$2.75 /1000 lbs.  
Multi Engine \$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs  
(or increments of) over 6,000 lbs

Freight/Mail \$0.05/pound of gross weight (inbound only) + Landing Fee\*

**No recommended Changes**

\*Freight/Mail Landing Fee based on MGTOW unless carrier is a Signatory Terminal User

**Aeronautical Fees (cont'd)****General Aviation****Landing Fee**

Single Engine/Light Twin &lt;6,000 lb

\$5.00 Per Landing

Multi Engine All others

\$30.00 for the first 6,000 lbs + \$2.75 each 1,000 lbs  
(or increments of) over 6,000 lbs**Ramp Fee** (Charged per calendar day)**Ramp Fee (Per Trip/Max 24 hr Period)**

\* For Aircraft 6,000 # or Less Only

0 - 5,999 lbs.

\$10.00

\* Waived w/ purchase of minimum 10 gal.

6,000 - 9,999 lbs.

\$50.00

10,000 - 24,999 lbs.

\$110.00

25,000 - 49,999 lbs.

\$330.00

50,000 + lbs.

\$550.00

Note: All Landing &amp; Ramp Fee weights are MGTOW as Determined by Manufacturer.

**Note: Landing and Ramp Fees Waived for Military/Gov't/Medical Related (MedFlight, Angel Flight, etc.),  
Holiday's for Heroes or Flight School Operations****Tie Down**

Reserved tie down fees are for aircraft up to 6,000 MGTOW

Annual Reserved Ramp

\$1,500.00

First 6,000 lbs. + \$100.00 each 1,000  
lbs. or part thereof.

Annual Reserved Grass

\$900.00

Includes 1 Vehicle Parking Permit

**Hangars #2 and #4 (Non-heated)**

\*

Jet &amp; Multi Turbo Prop

\$150.00

Daily

\$1,500.00

Monthly

Single Turbo Prop

\$90.00

Daily

\$900.00

Monthly

Multi-Engine Piston

\$60.00

Daily

\$600.00

Monthly

Single Engine Piston

\$50.00

Daily

\$300.00

Monthly

**Hangar #3 (Heated)**

Jet &amp; Multi Turbo Prop

\$180.00

Daily

\$1,800.00

Monthly

Single Turbo Prop

\$120.00

Daily

\$1,200.00

Monthly

Multi-Engine Piston

\$80.00

Daily

\$800.00

Monthly

Single Engine Piston

\$60.00

Daily

\$400.00

Monthly

\*Hangar #2 to become heated after which heated rates would apply.

**Other Aeronautical Fees****Lease Application Fee**

\$1,000.00

Per Lease

**Land Lease**

Minimum 50% FMV

(Fair Market Value) sq. ft. / Year  
Annual CPI-W Reviews**Equipment Storage**

Off Season

\$200.00

Per Month Per Piece

Abandoned Equipment Disposal

\$1,000.00

Per Piece

**Non-Aeronautical Fees**

<b>Business Operating Fee</b>	\$1,500.00	Annually or any part thereof
<b>Lease Application Fee</b>	\$3,000.00	Per Lease
<b>Retail</b>		
Space	Varies	
Common Use Space	\$10.00	sq. ft. / Year
Participation Fee	Negotiated	
<b>Land Lease</b>	Minimum FMV	(Fair Market Value) sq. ft./ year Annual CPI - W Reviews

**Ground Transportation****Rental Car Fees (On-Airport)**

Business Operating Fee	\$1,500.00	Annually of any part thereof
Counter & Office Space	\$45.00	sq. ft. / Year
Common Use Space	\$10.00	sq. ft. / Year
Gross Receipts	10%	Per month
Customer Facility Charge	\$4.00	Per rental day / Per Vehicle
Reserved Parking	\$200.00	Per Assigned Space Annually
Remote Parking	\$1,000.00	Annually

**Rental Car Fees (Off-Airport)**

Business Operating Fee	\$1,500.00	Annually of any part thereof
Gross Receipts	10%	Per month

**Taxi/Livery/Charter/Courtesy Van** \$400.00 Per vehicle Annually

**Tour Bus Permit** \$300.00 Per vehicle Annually

<b>Livery Ramp Access Permit Fee *</b>	<b>\$1,500.00</b>	<b>Annual Business Fee (up to 5 Permits)</b>
<b>Additional Permits*</b>	<b>\$300.00</b>	<b>Each</b>
<b>* Must Provide Plate # per Permit</b>		<b>Non-transferrable</b>
<b>* Permit covers Livery service above.</b>		

**Ramp Access Escort Fee without Permit** \$10.00 Per Vehicle / Per Escort  
Assessed to Aircraft Operator

**Vehicle Parking**

Short Term (Front Section of Main Lot)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Short Term (FBO Facility)	No Overnight Parking	\$50.00 Fine + Overnight/per day
Reserved car Rental Spaces	Medallion Required	\$50.00 Fine + Overnight/per day
Long Term (Main Lot)		

Daily	\$20.00	Per Night
Monthly *	\$200.00	Paid in Advance
6 Month ( Nov - Apr) *	\$1,000.00	Paid in Advance
6 Month (May -Oct) *	\$1,500.00	Paid in Advance
Annual *	\$2,000.00	Paid in Advance

Lost Token Fee \$20.00

Long Term (Overflow Lot) \$20.00 Overnight Fee/per day

\*Commercial Vehicle with Town Contract 50% Discount For Length of Contract

Long Term (FBO Facility)		Without valid Airport Parking Tag:
Airport Employee Parking Spaces	Parking Tag Required	\$50.00 Fine + \$20.00 Overnight/per day
All Other Non-Reserved Spaces	Without Parking Tag	\$20.00 Overnight Fee/per day

## Other Services

<b>Catering</b>	25%	Total Invoice
<b>Deicing</b>	Market Rate	Gallon (Minimum 10 gallons)
	\$150.00	Call back Fee (11 pm - 7 am)
<b>Lav-Cart Service</b>	\$100.00	
<b>Pre-Heat</b>	\$25.00	
<b>Fingerprinting</b>	\$50.00	Per individual
<b>SIDA Badge</b>	\$300.00	Refundable Deposit
<b>Security/AOA Escort</b>	\$300.00	First Hour (or any part thereof)
	\$100.00	Ea. Additional Hour (Max 4 Hours)
<b>Meeting Room (Seats 8-10)</b>	\$300.00	/hr Audio/Visual add \$75.00/hr
* Tenant Discount	16 Hours Free	50% Discount Thereafter
<b>Artwork Concession Fee</b>	15%	of sale price.

<b>Special Events Permit</b>		
<b>Tenant -Owned Building</b>	<b>\$1,000.00</b>	<b>* Non-Tenant Event</b>
<b>Airport Owned Building</b>	<b>\$2,000.00</b>	<b>* Non-Tenant Event</b>
	<b>\$0 -\$500</b>	<b># Tenant Event</b>
* Plus Reimbursement of Associated Airport Expenses. Requires Approved Airport Special Events Permit as well as any applicable Town Permits		
# Dependent On Size and Location of event.		

## Advertising

<b>Literature Rack -Year Round Locations</b>		
Terminal - Air Taxi Arrivals	\$525.00	Annually or any part thereof
FBO Facility	\$525.00	Annually or any part thereof
<b>Literature Rack - Seasonal Location</b>		
Terminal - Summer Arrivals	\$263.00	May - October Only
<b>Display Cases - Main Terminal Only</b>		
Air Taxi Departure Gate		
Season 1 (June 1 - Sep 30)	\$4,200.00	Commercial Use Only
Season 2 (Oct - May)	\$1,575.00	Commercial Use Only
Security Concourse		
Season 1 (June 1 - Sep 30)	\$4,200.00	Commercial Use Only
	No Charge	Non-Profit
Season 2 (Oct - May)	\$1,575.00	Commercial Use Only
	No Charge	Non-Profit



**031015-1**

**Nantucket Memorial Airport (ACK)  
Air Service Incentive Program  
(Revised March 2016)**

**Goals:**

Air Service to Nantucket Island is one of only two means of access to and from the mainland. There are five categories of travelers in this market; Year-Round Island Residents, Seasonal Island Residents, Second Home Owners, Short-Term Island Visitors and Daily Workers/Commuters. The three main goals ~~of this incentive plan in developing air service~~ for ACK are to maintain and encourage expansion of critical services ~~expand year-round connectivity through connectivity~~ to the mainland via new and existing providers, address the community ~~longer seasonal~~ demands with for connectivity to the national system and to create improved access to the national system during the off-season at reasonable rates.

The intention of this Incentive Plan is to expand current service and attract additional service to existing and new markets. Additionally, this plan is intended to provide support to maintain connectivity to the mainland through Essential Destinations that provide access to critical services (medical appointments, tradespeople, consumable commodities, medical supplies) for the island community. This plan is designed to encourage air service expansion by providing temporary waiver of certain fees and reduced fees for a definitive period of time.

The airport leadership and the community recognize the importance of air service and have created this Air Service Incentive Program (ASIP) as a means to help attract and maintain air service at ACK.

These incentives will be administered so as not to increase fees and charges on any non-participating air carrier.

**Eligible Service:**

The incentive program is offered on a nondiscriminatory basis to any airline providing new routes or additional flights on a qualified service.

Qualified Service means:

1. The service provided must be approved by the Nantucket Memorial Airport Commission
2. Essential Destinations – As an island located thirty miles off the mainland coast of the U.S., Nantucket considers certain destinations as essential for island services and needs. Currently Hyannis/Barnstable County provides critical services needed and desired by island residents. Due to demand levels and this unique need, Essential Destinations will be given consideration accordingly.
- ~~2.3.~~ Priority Markets - Preference will be given to routes that provide connectivity to the national air transportation system as well as serve markets important to the island tourism such as the

following airports: LaGuardia (LGA), John F. Kennedy (JFK), Liberty, Newark (EWR), Ronald Reagan National (DCA), Dulles (IAD), Baltimore/Washington (BWI), Philadelphia (PHL), Chicago O'Hare (ORD), Chicago Midway (MDW) and Atlanta Hartsfield (ATL).

- ~~3.4.~~ Further preference will be given to routes that serve major hubs and offer opportunities for same airline (on-line) and other airline (inter-line) connections.
- ~~4.5.~~ The airline must offer a minimum of two nonstop flights per week
- ~~5.6.~~ ~~Incumbent Seasonal~~ and less than daily service is eligible however the airline must operate for a minimum of 60 days within the same year.
- ~~6.7.~~ New routes or additional flights are defined as not being in place within the past twelve months.
- ~~7.8.~~ Incentives apply only to the net number of additional, new flights to a market (e.g. if a carrier serves EWR year round with one daily flight and then decides to increase the frequency to twice a day, ~~during the peak season~~ the incentive only applies to the net increase in flights, in this example the ~~second daily flight~~~~seasonal extra section~~).
- ~~8.9.~~ Airline must submit request for incentive and provide flight schedule details thirty (30) days in advance to qualify.
- ~~9.10.~~ The service must be available to the public for purchase through conventional means.
- ~~10.11.~~ Carrier must have an agreement to operate from the main terminal.

#### **Effective Period of Incentive Program**

This Incentive Plan is effective from ~~June 1~~May 1, 201~~65~~ through ~~April May 30~~1, 201~~98~~. However the Airport Commission may opt to extend or revise the program.

**Incentives:**

**FEE WAIVERS/DISCOUNTS**

	<u>Service</u>	<u>Counter &amp; Office Space</u>	<u>Signatory Fuel Discount *</u>	<u>Landing Fees (For Qualifying Flights Only)</u>
<u>A</u>	<u>New or Added Essential Destination Flights</u>	<u>N/A</u>	<u>N/A</u>	<u>50% For First 6 Months</u> <u>25% For Months 7-9</u>
<u>B</u>	<u>New Unserved Priority Market Flights</u>	<u>25% For Term of Service, up to a max. of 1 year</u>	<u>N/A</u>	<u>100% For 2 Years</u>
<u>C</u>	<u>New or Added Priority Market Flights</u>	<u>N/A</u>	<u>N/A</u>	<u>100% For 2 Years</u>
<u>D</u>	<u>New Unserved Market Flights</u>	<u>25% For Term of Service, up to a max. of 1 year</u>	<u>N/A</u>	<u>75% For Year 1</u> <u>50% For Year 2</u>
<u>E</u>	<u>New Entrant Airline</u>	<u>50% For Year 1</u>	<u>N/A</u>	<u>(A-D Above as applicable)</u>
<u>F</u>	<u>Signatory Airlines</u>	<u>N/A</u>	<u>Cost + \$1.05 for 2 Years</u>	<u>N/A</u>

Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service



FEE WAIVERS			
Service	Counter & Office Space	Signatory Fuel Discount *	Landing Fees (Qualifying flights only)
New Unserved Priority Market Flights	25% for term of service up to a max of 1 year	N/A	100% for 2 years
New or Added Priority Market Flights	N/A	N/A	100% for 2 year
New Unserved Market Flights	25% for term of service up to a max of 1 year	N/A	75% for year 1 50% for year 2
New Entrant	50% for 1 year	N/A	All Above Apply
Year-Round Signatory	N/A	Cost + \$1.05 for 2 years	N/A
* Signatory is defined as having an annual lease in the terminal that meets airport established minimum standards and providing year round service			

[Chart indicates percentage amounts that published rates will be reduced by, with the exception of the Signatory Fuel Discount.](#)

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**March 8, 2016**

Type	With	Amount	Other Information	Source of Funding
Lease	Nantucket Auto Rental, Inc.	(\$14,275)	Plus \$1,500 Annual Business Fee Plus 10% Gross Receipts - Plus CFC's	Income
Lease	Thrift Cars, Inc	(\$14,990)	Plus \$1,500 Annual Business Fee Plus 10% Gross Receipts - Plus CFC's	Income
Lease	The Hertz Corporation	(\$15,925)	Plus \$1,500 Annual Business Fee Plus 10% Gross Receipts - Plus CFC's	Income

Pending

**Nantucket Memorial Airport Commission**  
**AIRPORT CAR RENTAL AGREEMENT**

**LESSE NAME:** Nantucket Auto Rental, Inc.  
d/b/a Nantucket Island Rent A Car

**ADDRESS:** 50 Spring Bars Road  
Falmouth, MA 02540

**PHONE:** 508-457-9300

**LOCATION:** Terminal

**INTENDED USE:** Rental Car Operations

**SPACE:** (counter/office/common)  
**SIZE:** 355 TOTAL SQ. FT (Exhibit 1)  
( 135 Office, 220 Common)

**ANNUAL RENT:** \$8,275.00

**ANNUAL FEES:** Business Fee \$1,500.00  
Reserved Ramp: \$5,000.00  
Remote Parking \$1,000.00

**RESERVED RAMP SPACES:**  
**25 Spaces @ \$200.00/ea (Exhibit 2)**  
**REMOTE SPACES:** Unassigned

**ADDITIONAL FEES (PAYABLE MONTHLY):**  
CFC: \$4.00 per day per vehicle  
Gross Revenue Percentage: 10%

**AMOUNT IN LIEU OF TAXES:** \$187.00

**SECURITY DEPOSIT:** \$2,068.75

**STARTING DATE:** January 1, 2016

**ENDING DATE:** December 30, 2020

THIS AIRPORT RENTAL CAR AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket MA 02554 hereinafter referred to as "LESSOR" and **Nantucket Auto Rental, Inc. d/b/a Nantucket Island Rent A Car**, named above hereinafter called "LESSEE".

**RECITALS**

A. LESSOR owns and operates the Nantucket Memorial Airport, located in Nantucket, Massachusetts ("Airport").

B. LESSEE leases rental cars to the general public, from a location in the terminal building at the Airport as depicted on Exhibit B.

THEREFORE, in consideration of the above Recitals and the mutual promises and representations set forth below, the parties hereby agree as follows:

**I. OPERATING PRIVILEGES**

A. By its execution of this Agreement, LESSOR grants LESSEE the right to operate at the Airport in the usual manner of a rent-a-car business and uses ancillary thereto. All rented space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

B. LESSEE is NOT hereby authorized to lease, sell, ticket, or service its rental cars from or at the Airport, or from any improvements located upon the Airport, regardless of whether said improvements are owned or occupied by the LESSOR or an Airport tenant without written permission from the LESSOR.

C. As used in this Agreement, the term "rental cars" shall include any automobile or motor vehicle, of any kind or nature whatsoever, leased by the LESSEE to the general public.

D. Limited Use of Space. The space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

E. Maintenance and Use of Premises.

(1) To furnish, install and maintain in the premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE'S sole cost and expense, and all subject to the prior approval of the LESSOR or the Airport Manager of the Nantucket Memorial Airport who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(2) To exhibit no sign or advertisements in or about the premises without the prior approval of the Airport Manager.

(3) To keep its furniture, equipment and fixtures and the areas immediately adjoining the premises in a clean, safe, and sanitary condition, providing proper waste receptacles.

(4) To remedy promptly and condition or discontinue of any practice which violates rules and regulations adopted by the Commissioners or the Town of Nantucket.

F. Alterations; Additions. The LESSEE shall not make structural alterations or additions to the premises or non-structural alterations without the Airport Manager's consent thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

G. Utilities. LESSEE will have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. The LESSOR agrees to provide all other utility service and to furnish heat/air conditioning, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR'S sole obligation, provided that such installation shall be at the LESSEE'S expense and, shall be subject to the written consent of the LESSOR.

H. LESSOR'S Rights Reserved. LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(1) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply.

(2) To enter upon any premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE'S operation.

(3) No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

I. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The LESSOR of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

J. Surrender. The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same.

## **II. INITIAL TERM; RENEWAL TERM.**

The initial term shall be for five (5) years, starting on January 1, 2016 and ending December 31, 2020. The LESSOR, in its sole discretion, reserves the right to negotiate an extension of the contract beyond the original five (5) years. The LESSOR shall be presumed to have exercised its rights hereunder unless it shall give LESSEE written notice not less than sixty (60) days prior to the expiration of the then current term of the lease. If, after the termination of this lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, and all other provisions of this agreement shall continue to be operative.

### **III. COMPLIANCE WITH THE COMMISSION'S FEES AND CHARGES AND OTHER RULES AND REGULATIONS GOVERNING THE AIRPORT**

A. In consideration of its right to operate at the Airport, the LESSEE shall abide by each and every term of the Nantucket Memorial Airport's "Fees and Charges," as the same may be amended from time to time. A copy of said Fees and Charges is attached as Exhibit "A" and incorporated herein by this reference. By its execution of this Agreement, LESSEE warrants that it has read, and fully understands, the terms and conditions of said Fees and Charges. Should there be an inconsistency between the terms of this Agreement and the attached Fees and Charges, the terms of this Agreement shall be deemed to prevail.

B. 1. LESSEE shall observe and obey all other rules and regulations promulgated by the LESSOR and other appropriate local, state and federal entities having jurisdiction over the Airport, including the Federal Aviation Administration (FAA). In addition to, and not to the exclusion of all other applicable rules promulgated by the FAA, LESSEE agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107.

2. Should LESSEE, its customers, agents, employees, officers, or guests, violate said rules and regulations, and should said violations result in a citation or fine to the LESSOR, then LESSEE shall fully reimburse the LESSOR for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the LESSOR in defending against the citation or fine.

### **IV. FEES PAYABLE TO COMMISSION**

A. In consideration of the privilege of operating at the Airport, LESSEE shall pay to the LESSOR such consideration as is specified by the Nantucket Memorial Airport's Fees and Charges, as the same may be amended from time to time. Pursuant to the presently effective Fees and Charges, LESSEE shall pay the LESSOR:

1. Ten percent (10%) of all gross revenues which the LESSEE receives, or is entitled to receive, from the leasing of rental cars to customers picked up by said LESSEE from any point within the Airport, including but not limited to the Airport Terminal Building, any premises leased by the LESSOR to a third party doing business on the Airport, or from any other location within the Airport. Gross revenues to LESSEE shall be deemed received at the time the lease transaction occurs giving rise to LESSEE'S right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether transaction was for cash or credit, and if for credit, regardless of whether the LESSEE ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues included in the formula for determining percentage rentals owed the LESSOR and determined by LESSEE at a later date to be uncollectible shall not offset future percentage rentals owed the LESSOR. If the initial rental car contract entered into between LESSEE and a rental car customer picked up at the Airport is subsequently amended, because the customer's actual usage of the rental car differs from the usage contemplated by the original contract, and the charges to be paid by the customer are therefore different from the charges contemplated by the original contract, the percentage of gross revenues to which the LESSOR is entitled as rental hereunder shall be based upon the gross revenues to which the LESSEE is entitled to receive, under the rental car contract, as amended. **Gross revenues shall not include** (1) federal, state, or municipal sales taxes separately stated and collected from its customers; (2) amounts which LESSEE receives, or is entitled to receive, for the repair of damages to rental cars leased to customers.

2. Customer Facility Charge of \$4.00 per day for each customer entering into rental contracts with LESSEE. The LESSOR hereby reserves the right to increase, decrease or eliminate the Customer Facility Charge or to change the Customer Facility Charge to a charge per contract, or other method, rather than per day in it's sole discretion at any time, such increases or decreases or changes to be effective as provided by the LESSOR.

(a) Collection and Remittance of Customer Contract Fees. LESSEE shall collect the Customer Facility Charge from each customer. The Customer Facility Charge shall be identified on a separate line on all rental car customer contracts, after taxes, and shall be described as "Customer Facility Charge". All Customer Facility Charges collected and/or held by the LESSEE shall (i) be held in trust by the LESSEE for the LESSOR'S benefit, and (ii) be the LESSOR'S property, and the LESSEE acknowledges and agrees that it shall have only a possessory interest (not an equitable interest) in such Customer Facility Charges. Any such Customer Facility Charges collected by the LESSEE shall be (i) in the amount established by the LESSOR from time to time for all rental car operators doing business at the Airport, and (iii) collected from all customers, including without limitation all customers receiving complimentary or discounted car rental under the LESSEE'S bona fide marketing plans. All Customer Facility Charges so collected shall be remitted to the LESSOR on or before the 10<sup>th</sup> day of the immediately succeeding month.

(b) The LESSEE shall maintain records and controls that are sufficient to demonstrate the correctness of any such Customer Facility Charge collected by LESSEE and the amount of the Customer Facility Charge remitted to the LESSOR. The records shall be available for inspection and examination by the LESSOR or its duly authorized representatives at all times.

B. LESSEE shall pay its Fees set forth above for each month this Agreement is in effect, in arrears, on or before the 10th day of the immediately succeeding month. Said monthly payment shall be paid at the Airport Manager's Office. At the same time that LESSEE pays its monthly percentage rental, LESSEE shall provide the Airport Manager with an itemized statement showing the name of each customer during the previous month; the date and time of each transaction; the amount of gross revenues, as defined herein, to which Provider is entitled to receive from each transaction, and the total amount of gross revenues, as defined herein, Provider is entitled to receive from customers during the preceding month. The failure of the LESSEE to provide LESSOR with an accurate statement each month and the gross revenues Provider has enjoyed during the previous month shall be deemed a material breach of this Agreement.

C. Percentage rentals, and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

D. LESSOR hereby reserves the right to amend the attached Fees and Charges, revising the consideration to be paid by LESSEE for the privilege of operating at the Airport. By its execution of this Agreement, LESSEE agrees to pay the consideration required by the revised Fees and Charges, commencing with the first day of the month following the month in which LESSEE receives written notice of the revised Fees and Charges, should LESSEE continue to operate at the Airport on or after the first day of the month following the month of its receipt of said notice.

## **V. BOOKS AND RECORDS**

LESSEE must maintain full and accurate books of account and records from which gross revenue, as defined herein, and the amount of percentage rental owed the LESSOR hereunder, can be determined, according to standard and accepted accounting practices. The books of account and

records that LESSEE must maintain must include, but need not be limited to, its rental car contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns, regardless of whether said records involve customers picked up at the Airport or elsewhere, and all Airport-related revenue reports submitted by LESSEE to its franchisor. In lieu of maintaining the books of account and records required herein, LESSEE may maintain computer records instead, provided that the LESSOR determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as LESSOR may request in writing.

## **VI. AUDITS**

The LESSOR reserves the right to conduct audits of LESSEE'S books of account and records, which audits may be conducted only upon reasonable notice to LESSEE and during LESSEE'S normal weekday business hours. For purposes of this Agreement, the annual audit period shall be deemed to commence on April 1 of each year the Agreement is in effect, and to conclude at the end of March of the ensuing year. In performing said audits, LESSOR shall be entitled to review, and LESSEE shall be obligated to provide to the LESSOR, all of the books of account and records that LESSEE is obligated to maintain pursuant to Article V, above, as well as such other documents and files in LESSEE'S possession, custody or control at the time LESSOR advises LESSEE of its desire to audit LESSEE'S records, that the LESSOR, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of gross revenues enjoyed by LESSEE, and the correct amount of percentage rental owed by LESSEE to the LESSOR, for the annual period involved. Should LESSEE fail to maintain the books of account and records required to be maintained pursuant to Article V, above, or should LESSEE fail to permit LESSOR or its auditor to review LESSEE'S books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows percentage rentals and other charges that should have been paid to the LESSOR by the LESSEE pursuant to this Agreement were understated or underpaid for the annual period involved, LESSEE shall, within thirty (30) days notice of any such deficiency, pay to the LESSOR the full amount underpaid, plus one and one-half percent (1.5) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total percentage rental that was owed by LESSEE to the LESSOR for the annual period involved, LESSEE, in addition to paying the LESSOR the underpayment owed, shall reimburse the LESSOR for the cost of the audit up to but not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the LESSOR by LESSEE, the LESSOR shall refund the amount of overpayment to LESSEE within thirty (30) days of said audit. The LESSOR shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the LESSOR'S rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.



## **VII. NOTICES OF PRICES**

LESSEE shall provide the LESSOR with a statement of the fees for rental cars and related services it has charged or is charging, to past, present or prospective customers picked up at the Airport within fifteen (15) days of a written request for said prices by the LESSOR.

## **VIII. RENTAL CARS**

LESSEE agrees to keep the rental cars used in its rental car fleet serving the Airport in good operating order and repair, and that it will not rent any rental car to any party which is not in good operating order and repair, or which may be hazardous to the person renting the same or to the general public. Nothing herein shall be interpreted as obligating the LESSOR to inspect LESSEE'S rental cars serving the Airport to ensure that said rental cars are in good condition and repair, and the LESSOR shall not be liable to any third person who suffers personal injury or property damage as a result of a rental car leased by LESSEE to a customer picked up at the Airport that was not in good operating condition or repair.

## **IX. SECURITY DEPOSIT**

Pursuant to this Agreement, LESSEE must provide a cash security deposit in the amount of three (3) months rent to cover LESSEE'S performance of all of its obligations under this Agreement. In the event LESSEE defaults under this Agreement, as defined in paragraph XIII-A below, the LESSOR shall be entitled to withdraw a portion or all of the cash deposit pursuant to the provisions of subparagraph XIII-B-(3), below. The LESSOR hereby reserves the right to require LESSEE to post a larger deposit with the LESSOR from time to time, should LESSOR determine, in its sole discretion, that a larger deposit would be necessary to provide LESSOR with a security deposit equivalent to LESSEE'S three month average rental hereunder, based upon the rental formula in effect at the time of said increase. By its execution of this Agreement, Off Airport Rental Car Provider agrees to post said additional deposit with the LESSOR within thirty days after receipt of notice of said increase. In no event shall the security deposit required of LESSEE hereunder be less the \$1,500.00

## **X. INSURANCE AND INDEMNIFICATION**

**THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE CHANGED, MATERIALLY ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

### **ADDITIONAL INSURED:**

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (Commission)" as an additional insured.

### **Indemnification.**

LESSEE shall indemnify and hold harmless the LESSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LESSEE and the LESSOR but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the LESSEE, its officers, members,

employees, agents, representatives, contractors, customers, guests, invitees and other persons using LESSEE'S premises or otherwise arising out of any acts or omissions of the LESSEE'S employees, members, agents, and representatives.

**LESSEE'S Liability Insurance.**

The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

**Workmen's Compensation Insurance.**

LESSEE shall maintain Workman's Compensation insurance or a self-insurance plan in accordance with the laws of Massachusetts for all its employees.

**Fire Insurance:** The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

Such policies shall provide that such policies may not be materially changed, altered or canceled during its term without first giving at least ten (10) days written notice to the LESSOR.

**XI. DAMAGE TO AIRPORT**

LESSEE shall be liable for any damage to the Airport, caused by LESSEE, its board members, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which LESSEE is liable shall be made by LESSOR at LESSEE'S expense.

**XII. TAXES AND ASSESSMENTS**

LESSEE shall pay all personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than LESSOR, or that become a lien upon LESSEE, LESSOR, or the Airport, by reason of this Agreement or LESSEE'S activities hereunder. LESSOR warrants and represents that it shall not impose any taxes, assessments, or charges upon LESSEE during the term of this Agreement, other than assessments and charges authorized by this Agreement or the attached Fees and Charges. LESSEE shall have the right, by giving written notice to LESSOR of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At LESSEE'S request, LESSOR shall join in such proceeding. The expenses of such proceeding, including all of LESSOR'S costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting LESSEE in such proceeding, shall be paid by LESSEE irrespective of whether LESSOR participates in such proceeding.

### **XIII. DEFAULT AND REMEDIES**

A. The following shall constitute defaults by LESSEE:

1. The failure to pay fees, or any other monies owed under this Agreement, the attached Fees and Charges, or under any other agreement between LESSOR and LESSEE, when due, and the failure to cure said default within a period of ten (10) days following written notice of said default;
2. Any other failure by LESSEE to perform any covenant or obligation required by this Agreement, the attached Fees and Charges, or by any other agreement between LESSOR and LESSEE, and the failure to cure said default within a period of thirty (30) days following written notice of said default;
3. The acquisition of LESSEE'S interest in this Agreement by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter; or
4. The adjudication of LESSEE as bankrupt; LESSEE'S general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for LESSEE property if the appointment is not vacated within ninety (90) days.

B. If LESSEE defaults, the LESSOR may utilize any one or more of the following remedies against LESSEE. These remedies shall be considered cumulative and not in the alternative

1. The LESSOR may sue for specific performance;
2. The LESSOR may sue for all damages incurred by the LESSOR, including incidental damages, consequential damages and attorney's fees.
3. The LESSOR may utilize a portion of or all of the security deposit provided by LESSEE to remedy the default and to reimburse the LESSOR for any damages, including attorney's fees and other expenses of collection, that it may sustain. In such event, LESSEE shall not be permitted to drive upon the Airport under this Agreement until such time as it replenishes the cash deposit that satisfies the requirements of Article IX. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with subparagraph XIII-B-(4), below. LESSEE shall be required to fulfill all of the terms and conditions of this Agreement during the time it takes to replenish the cash deposit.
4. The LESSOR may terminate this Agreement, and, at the option of the LESSOR, any other agreement in effect between the LESSOR and LESSEE. The termination of these agreements, however, shall only be effective upon written notice of same provided by the LESSOR to LESSEE. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, LESSEE shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by LESSOR as a result of any default.
5. The LESSOR may utilize any other remedy provided by law or equity as a result of LESSEE'S default(s).

#### **XIV. NON-DISCRIMINATION**

A. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases.

B. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin, or handicap.

C. Non-compliance with subparagraphs A and B above, after written finding, shall constitute a material breach thereof and in the event of such non-compliance the LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce said subparagraphs A and B.

D. LESSEE assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E. to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

#### **XV. AUTHORIZATION**

The LESSOR represents that it has the authority to enter into this concession Agreement and grant the rights contained herein to LESSEE.

If LESSEE is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

If LESSEE is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it. A copy of current official certificate of incorporation shall be provided the Airport.

#### **XVI. WAIVER**

Should LESSEE breach any of its obligations hereunder, the LESSOR nevertheless may thereafter accept from LESSEE any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the LESSOR'S right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the LESSOR of any default, breach, or omission of LESSEE under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

## **XVII. NOTICES**

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail. All notices shall be mailed to the addresses on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

## **XVIII. RELATIONSHIP OF PARTIES**

It is understood that the LESSOR is not in any way or for any purpose partner or joint venturer with, or agent of, LESSEE in said Provider's use of the Airport.

## **XIX. PARTIAL INVALIDITY**

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **XX. SUCCESSORS**

The provisions, covenants and conditions of this Lease shall bind, and inure to the benefit of, the legal representatives, successors and assigns of each of the parties.

## **XXI. ASSIGNMENT**

LESSEE shall not assign its interest herein without the written consent of the LESSOR. The LESSOR'S consent shall not be unreasonably withheld. If an assignment is made, the LESSEE-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless the LESSOR specifically releases LESSEE-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original LESSEE.

## **XXII. COLLATERALIZATION RIGHTS**

LESSEE shall not utilize as collateral this Concession Agreement itself, or its operating rights under this Agreement. If LESSEE assigns this Agreement, or its operating rights under this Agreement, to a third party as collateral for a loan LESSEE obtains from said third party, or to secure performance of LESSEE'S obligations under an agreement with said third party, or for any reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the LESSOR, and the assignee or lienor shall have no interest in the Agreement, nor shall assignee or lienor enjoy any operating rights upon the Airport, should LESSEE default in the payment of its loan, or performance of its agreement, with said third party.

## **XXIII. ATTORNEYS FEES**

In the event of a breach of this Agreement, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

**XXIV. NO DIVERSION**

LESSEE shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective rental car customers to a location off the Airport, in order to pick up said customer off the Airport and thereby avoid paying percentage of gross revenue rentals to the LESSOR. For example, without limiting the foregoing sentence, LESSEE shall not instruct a potential customer to utilize a hotel/motel courtesy van, to be transported off the Airport, in order to permit LESSEE to pick said customer up at a hotel and thereby avoid paying percentage of gross revenue rentals to the LESSOR. Nor shall LESSEE instruct a potential customer to utilize a taxi cab, limousine, or other form of public transportation, and offer to reimburse said customer for the cost of said transportation, in order to avoid paying percentage of gross revenue rental to the LESSOR. LESSEE'S breach of this Article shall be deemed a material breach of this Agreement.

**XXV. HEADINGS**

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

**XXVI. ENTIRE AGREEMENT**

This writing, together with the attached Exhibit, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by LESSOR and LESSEE.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**ATTEST:**

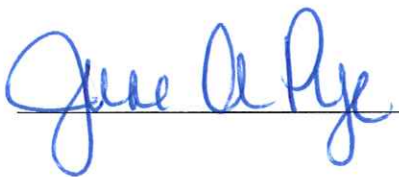
**NANTUCKET MEMORIAL AIRPORT**

\_\_\_\_\_

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

**AIRPORT RENTAL CAR PROVIDER**

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

  
\_\_\_\_\_  
John P O'Hara

TITLE: \_\_\_\_\_

Pres.  
\_\_\_\_\_

DATE: \_\_\_\_\_

2-4-16  
\_\_\_\_\_



Exhibit 1  
NIRAC

Restaurant Entrance

Terminal Exit

Non-secured airline arrivals.

Hallway to airline  
ticketing/passenger  
screening/secured arrivals/  
giftshop

RAC Space 1  
(145 s/f)

Current Occupant: Hertz

RAC Space 2  
(146 s/f)

Current Occupant:  
Windmill Auto Rental

RAC Space 3  
(130 s/f)

Current Occupant: None

RAC Space 4  
(135 s/f)

Current Occupant:  
Nant. Island RAC

AIR TAXI ARRIVALS  
(YEAR ROUND)

X1122  
1,281 SF

INFO  
X1129  
138 SF

CAR RENTAL  
COUNTER

X1128  
353 SF

MEN

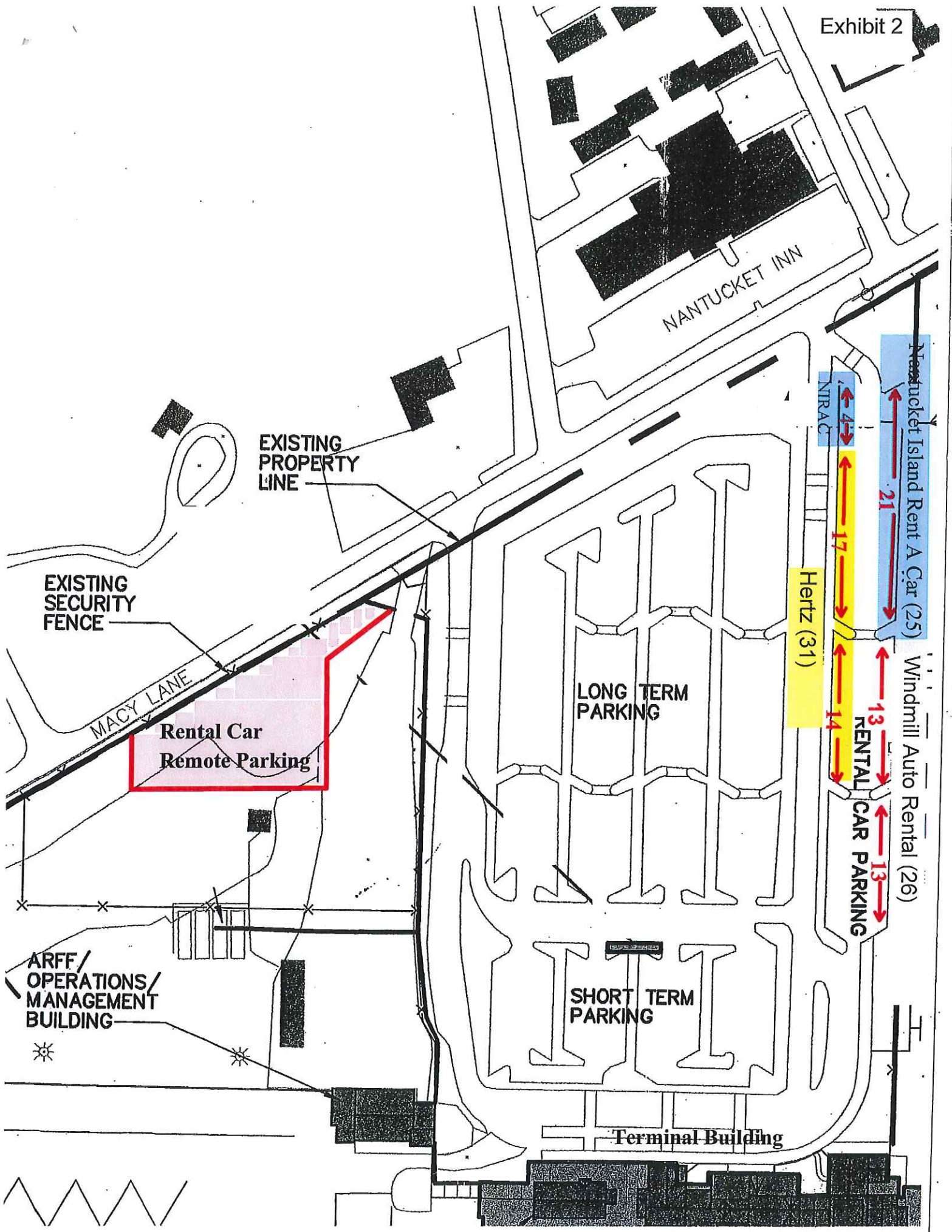
X1119  
187 SF

CAR RENTAL  
COUNTER

SLOPE

SLOPE





## Nantucket Memorial Airport Commission

### AIRPORT CAR RENTAL AGREEMENT

**LESSE NAME:** Thrift Cars, Inc.

d/b/a/ Nantucket Windmill Auto Rental

**ADDRESS:** PO Box 1057  
Nantucket, MA 02554

**PHONE:** 508-228-1227

**LOCATION:** Terminal

**INTENDED USE:** Rental Car Operations

**SPACE:** (counter/office/common)

**SIZE:** 366 TOTAL SQ. FT (Exhibit 1)  
( 146 Office, 220 Common)

**ANNUAL RENT:** \$8,770.00

**ANNUAL FEES:** Business Fee \$1,500.00  
Reserved Ramp: \$5,220.00  
Remote Parking \$1,000.00

**RESERVED RAMP SPACES:**  
26 Spaces @ \$200.00/ea (Exhibit 2)  
**REMOTE SPACES:** Unassigned

**ADDITIONAL FEES (PAYABLE MONTHLY):**  
CFC: \$4.00 per day per vehicle  
Gross Revenue Percentage: 10%

**AMOUNT IN LIEU OF TAXES:** \$187.00

**SECURITY DEPOSIT:** \$2,192.50 (\$1,881.75 Pd)

**STARTING DATE:** January 1, 2016

**ENDING DATE:** December 31, 2020

THIS AIRPORT RENTAL CAR AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket MA 02554 hereinafter referred to as "LESSOR" and **Thrift Cars, Inc. d/b/a Nantucket Windmill Auto Rental**, named above hereinafter called "LESSEE".

#### **RECITALS**

A. LESSOR owns and operates the Nantucket Memorial Airport, located in Nantucket, Massachusetts ("Airport").

B. LESSEE leases rental cars to the general public, from a location in the terminal building at the Airport as depicted on Exhibit B.

THEREFORE, in consideration of the above Recitals and the mutual promises and representations set forth below, the parties hereby agree as follows:

#### **I. OPERATING PRIVILEGES**

A. By its execution of this Agreement, LESSOR grants LESSEE the right to operate at the Airport in the usual manner of a rent-a-car business and uses ancillary thereto. All rented space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

B. LESSEE is NOT hereby authorized to lease, sell, ticket, or service its rental cars from or at the Airport, or from any improvements located upon the Airport, regardless of whether said improvements are owned or occupied by the LESSOR or an Airport tenant without written permission from the LESSOR.

C. As used in this Agreement, the term "rental cars" shall include any automobile or motor vehicle, of any kind or nature whatsoever, leased by the LESSEE to the general public.

D. Limited Use of Space. The space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

E. Maintenance and Use of Premises.

(1) To furnish, install and maintain in the premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE'S sole cost and expense, and all subject to the prior approval of the LESSOR or the Airport Manager of the Nantucket Memorial Airport who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(2) To exhibit no sign or advertisements in or about the premises without the prior approval of the Airport Manager.

(3) To keep its furniture, equipment and fixtures and the areas immediately adjoining the premises in a clean, safe, and sanitary condition, providing proper waste receptacles.

(4) To remedy promptly and condition or discontinue of any practice which violates rules and regulations adopted by the Commissioners or the Town of Nantucket.

F. Alterations; Additions. The LESSEE shall not make structural alterations or additions to the premises or non-structural alterations without the Airport Manager's consent thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

G. Utilities. LESSEE will have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. The LESSOR agrees to provide all other utility service and to furnish heat/air conditioning, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR'S sole obligation, provided that such installation shall be at the LESSEE'S expense and, shall be subject to the written consent of the LESSOR.

H. LESSOR'S Rights Reserved. LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(1) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply.

(2) To enter upon any premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE'S operation.

(3) No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

I. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The LESSOR of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

J. Surrender. The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same.

## **II. INITIAL TERM; RENEWAL TERM.**

The initial term shall be for five (5) years, starting on January 1, 2016 and ending December 31, 2020. The LESSOR, in its sole discretion, reserves the right to negotiate an extension of the contract beyond the original five (5) years. The LESSOR shall be presumed to have exercised its rights hereunder unless it shall give LESSEE written notice not less than sixty (60) days prior to the expiration of the then current term of the lease. If, after the termination of this lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, and all other provisions of this agreement shall continue to be operative.

### **III. COMPLIANCE WITH THE COMMISSION'S FEES AND CHARGES AND OTHER RULES AND REGULATIONS GOVERNING THE AIRPORT**

A. In consideration of its right to operate at the Airport, the LESSEE shall abide by each and every term of the Nantucket Memorial Airport's "Fees and Charges," as the same may be amended from time to time. A copy of said Fees and Charges is attached as Exhibit "A" and incorporated herein by this reference. By its execution of this Agreement, LESSEE warrants that it has read, and fully understands, the terms and conditions of said Fees and Charges. Should there be an inconsistency between the terms of this Agreement and the attached Fees and Charges, the terms of this Agreement shall be deemed to prevail.

B. 1. LESSEE shall observe and obey all other rules and regulations promulgated by the LESSOR and other appropriate local, state and federal entities having jurisdiction over the Airport, including the Federal Aviation Administration (FAA). In addition to, and not to the exclusion of all other applicable rules promulgated by the FAA, LESSEE agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107.

2. Should LESSEE, its customers, agents, employees, officers, or guests, violate said rules and regulations, and should said violations result in a citation or fine to the LESSOR, then LESSEE shall fully reimburse the LESSOR for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the LESSOR in defending against the citation or fine.

### **IV. FEES PAYABLE TO COMMISSION**

A. In consideration of the privilege of operating at the Airport, LESSEE shall pay to the LESSOR such consideration as is specified by the Nantucket Memorial Airport's Fees and Charges, as the same may be amended from time to time. Pursuant to the presently effective Fees and Charges, LESSEE shall pay the LESSOR:

1. Ten percent (10%) of all gross revenues which the LESSEE receives, or is entitled to receive, from the leasing of rental cars to customers picked up by said LESSEE from any point within the Airport, including but not limited to the Airport Terminal Building, any premises leased by the LESSOR to a third party doing business on the Airport, or from any other location within the Airport. Gross revenues to LESSEE shall be deemed received at the time the lease transaction occurs giving rise to LESSEE'S right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether transaction was for cash or credit, and if for credit, regardless of whether the LESSEE ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues included in the formula for determining percentage rentals owed the LESSOR and determined by LESSEE at a later date to be uncollectible shall not offset future percentage rentals owed the LESSOR. If the initial rental car contract entered into between LESSEE and a rental car customer picked up at the Airport is subsequently amended, because the customer's actual usage of the rental car differs from the usage contemplated by the original contract, and the charges to be paid by the customer are therefore different from the charges contemplated by the original contract, the percentage of gross revenues to which the LESSOR is entitled as rental hereunder shall be based upon the gross revenues to which the LESSEE is entitled to receive, under the rental car contract, as amended. Gross revenues shall not include (1) federal, state, or municipal sales taxes separately stated and collected from its customers; (2) amounts which LESSEE receives, or is entitled to receive, for the repair of damages to rental cars leased to customers.

2. Customer Facility Charge of \$4.00 per day for each customer entering into rental contracts with LESSEE. The LESSOR hereby reserves the right to increase, decrease or eliminate the Customer Facility Charge or to change the Customer Facility Charge to a charge per contract, or other method, rather than per day in its sole discretion at any time, such increases or decreases or changes to be effective as provided by the LESSOR.

(a) Collection and Remittance of Customer Contract Fees. LESSEE shall collect the Customer Facility Charge from each customer. The Customer Facility Charge shall be identified on a separate line on all rental car customer contracts, after taxes, and shall be described as "Customer Facility Charge". All Customer Facility Charges collected and/or held by the LESSEE shall (i) be held in trust by the LESSEE for the LESSOR'S benefit, and (ii) be the LESSOR'S property, and the LESSEE acknowledges and agrees that it shall have only a possessory interest (not an equitable interest) in such Customer Facility Charges. Any such Customer Facility Charges collected by the LESSEE shall be (i) in the amount established by the LESSOR from time to time for all rental car operators doing business at the Airport, and (iii) collected from all customers, including without limitation all customers receiving complimentary or discounted car rental under the LESSEE'S bona fide marketing plans. All Customer Facility Charges so collected shall be remitted to the LESSOR on or before the 10<sup>th</sup> day of the immediately succeeding month.

(b) The LESSEE shall maintain records and controls that are sufficient to demonstrate the correctness of any such Customer Facility Charge collected by LESSEE and the amount of the Customer Facility Charge remitted to the LESSOR. The records shall be available for inspection and examination by the LESSOR or its duly authorized representatives at all times.

B. LESSEE shall pay its Fees set forth above for each month this Agreement is in effect, in arrears, on or before the 10th day of the immediately succeeding month. Said monthly payment shall be paid at the Airport Manager's Office. At the same time that LESSEE pays its monthly percentage rental, LESSEE shall provide the Airport Manager with an itemized statement showing the name of each customer during the previous month; the date and time of each transaction; the amount of gross revenues, as defined herein, to which Provider is entitled to receive from each transaction, and the total amount of gross revenues, as defined herein, Provider is entitled to receive from customers during the preceding month. The failure of the LESSEE to provide LESSOR with an accurate statement each month and the gross revenues Provider has enjoyed during the previous month shall be deemed a material breach of this Agreement.

C. Percentage rentals, and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

D. LESSOR hereby reserves the right to amend the attached Fees and Charges, revising the consideration to be paid by LESSEE for the privilege of operating at the Airport. By its execution of this Agreement, LESSEE agrees to pay the consideration required by the revised Fees and Charges, commencing with the first day of the month following the month in which LESSEE receives written notice of the revised Fees and Charges, should LESSEE continue to operate at the Airport on or after the first day of the month following the month of its receipt of said notice.

## **V. BOOKS AND RECORDS**

LESSEE must maintain full and accurate books of account and records from which gross revenue, as defined herein, and the amount of percentage rental owed the LESSOR hereunder, can be determined, according to standard and accepted accounting practices. The books of account and

records that LESSEE must maintain must include, but need not be limited to, its rental car contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns, regardless of whether said records involve customers picked up at the Airport or elsewhere, and all Airport-related revenue reports submitted by LESSEE to its franchisor. In lieu of maintaining the books of account and records required herein, LESSEE may maintain computer records instead, provided that the LESSOR determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as LESSOR may request in writing.

## **VI. AUDITS**

The LESSOR reserves the right to conduct audits of LESSEE'S books of account and records, which audits may be conducted only upon reasonable notice to LESSEE and during LESSEE'S normal weekday business hours. For purposes of this Agreement, the annual audit period shall be deemed to commence on April 1 of each year the Agreement is in effect, and to conclude at the end of March of the ensuing year. In performing said audits, LESSOR shall be entitled to review, and LESSEE shall be obligated to provide to the LESSOR, all of the books of account and records that LESSEE is obligated to maintain pursuant to Article V, above, as well as such other documents and files in LESSEE'S possession, custody or control at the time LESSOR advises LESSEE of its desire to audit LESSEE'S records, that the LESSOR, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of gross revenues enjoyed by LESSEE, and the correct amount of percentage rental owed by LESSEE to the LESSOR, for the annual period involved. Should LESSEE fail to maintain the books of account and records required to be maintained pursuant to Article V, above, or should LESSEE fail to permit LESSOR or its auditor to review LESSEE'S books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows percentage rentals and other charges that should have been paid to the LESSOR by the LESSEE pursuant to this Agreement were understated or underpaid for the annual period involved, LESSEE shall, within thirty (30) days notice of any such deficiency, pay to the LESSOR the full amount underpaid, plus one and one-half percent (1.5) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total percentage rental that was owed by LESSEE to the LESSOR for the annual period involved, LESSEE, in addition to paying the LESSOR the underpayment owed, shall reimburse the LESSOR for the cost of the audit up to but not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the LESSOR by LESSEE, the LESSOR shall refund the amount of overpayment to LESSEE within thirty (30) days of said audit. The LESSOR shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the LESSOR'S rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.



## **VII. NOTICES OF PRICES**

LESSEE shall provide the LESSOR with a statement of the fees for rental cars and related services it has charged or is charging, to past, present or prospective customers picked up at the Airport within fifteen (15) days of a written request for said prices by the LESSOR.

## **VIII. RENTAL CARS**

LESSEE agrees to keep the rental cars used in its rental car fleet serving the Airport in good operating order and repair, and that it will not rent any rental car to any party which is not in good operating order and repair, or which may be hazardous to the person renting the same or to the general public. Nothing herein shall be interpreted as obligating the LESSOR to inspect LESSEE'S rental cars serving the Airport to ensure that said rental cars are in good condition and repair, and the LESSOR shall not be liable to any third person who suffers personal injury or property damage as a result of a rental car leased by LESSEE to a customer picked up at the Airport that was not in good operating condition or repair.

## **IX. SECURITY DEPOSIT**

Pursuant to this Agreement, LESSEE must provide a cash security deposit in the amount of three (3) months rent to cover LESSEE'S performance of all of its obligations under this Agreement. In the event LESSEE defaults under this Agreement, as defined in paragraph XIII-A below, the LESSOR shall be entitled to withdraw a portion or all of the cash deposit pursuant to the provisions of subparagraph XIII-B-(3), below. The LESSOR hereby reserves the right to require LESSEE to post a larger deposit with the LESSOR from time to time, should LESSOR determine, in its sole discretion, that a larger deposit would be necessary to provide LESSOR with a security deposit equivalent to LESSEE'S three month average rental hereunder, based upon the rental formula in effect at the time of said increase. By its execution of this Agreement, Off Airport Rental Car Provider agrees to post said additional deposit with the LESSOR within thirty days after receipt of notice of said increase. In no event shall the security deposit required of LESSEE hereunder be less the \$1,500.00

## **X. INSURANCE AND INDEMNIFICATION**

**THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE CHANGED, MATERIALLY ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

### **ADDITIONAL INSURED:**

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (Commission)" as an additional insured.

### **Indemnification.**

LESSEE shall indemnify and hold harmless the LESSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LESSEE and the LESSOR but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the LESSEE, its officers, members,



employees, agents, representatives, contractors, customers, guests, invitees and other persons using LESSEE'S premises or otherwise arising out of any acts or omissions of the LESSEE'S employees, members, agents, and representatives.

**LESSEE'S Liability Insurance.**

The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

**Workmen's Compensation Insurance.**

LESSEE shall maintain Workman's Compensation insurance or a self-insurance plan in accordance with the laws of Massachusetts for all its employees.

**Fire Insurance:** The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

Such policies shall provide that such policies may not be materially changed, altered or canceled during its term without first giving at least ten (10) days written notice to the LESSOR.

**XI. DAMAGE TO AIRPORT**

LESSEE shall be liable for any damage to the Airport, caused by LESSEE, its board members, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which LESSEE is liable shall be made by LESSOR at LESSEE'S expense.

**XII. TAXES AND ASSESSMENTS**

LESSEE shall pay all personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than LESSOR, or that become a lien upon LESSEE, LESSOR, or the Airport, by reason of this Agreement or LESSEE'S activities hereunder. LESSOR warrants and represents that it shall not impose any taxes, assessments, or charges upon LESSEE during the term of this Agreement, other than assessments and charges authorized by this Agreement or the attached Fees and Charges. LESSEE shall have the right, by giving written notice to LESSOR of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At LESSEE'S request, LESSOR shall join in such proceeding. The expenses of such proceeding, including all of LESSOR'S costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting LESSEE in such proceeding, shall be paid by LESSEE irrespective of whether LESSOR participates in such proceeding.

### **XIII. DEFAULT AND REMEDIES**

A. The following shall constitute defaults by LESSEE:

1. The failure to pay fees, or any other monies owed under this Agreement, the attached Fees and Charges, or under any other agreement between LESSOR and LESSEE, when due, and the failure to cure said default within a period of ten (10) days following written notice of said default;
2. Any other failure by LESSEE to perform any covenant or obligation required by this Agreement, the attached Fees and Charges, or by any other agreement between LESSOR and LESSEE, and the failure to cure said default within a period of thirty (30) days following written notice of said default;
3. The acquisition of LESSEE'S interest in this Agreement by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter; or
4. The adjudication of LESSEE as bankrupt; LESSEE'S general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for LESSEE property if the appointment is not vacated within ninety (90) days.

B. If LESSEE defaults, the LESSOR may utilize any one or more of the following remedies against LESSEE. These remedies shall be considered cumulative and not in the alternative

1. The LESSOR may sue for specific performance;
2. The LESSOR may sue for all damages incurred by the LESSOR, including incidental damages, consequential damages and attorney's fees.
3. The LESSOR may utilize a portion of or all of the security deposit provided by LESSEE to remedy the default and to reimburse the LESSOR for any damages, including attorney's fees and other expenses of collection, that it may sustain. In such event, LESSEE shall not be permitted to drive upon the Airport under this Agreement until such time as it replenishes the cash deposit that satisfies the requirements of Article IX. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with subparagraph XIII-B-(4), below. LESSEE shall be required to fulfill all of the terms and conditions of this Agreement during the time it takes to replenish the cash deposit.
4. The LESSOR may terminate this Agreement, and, at the option of the LESSOR, any other agreement in effect between the LESSOR and LESSEE. The termination of these agreements, however, shall only be effective upon written notice of same provided by the LESSOR to LESSEE. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, LESSEE shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by LESSOR as a result of any default.
5. The LESSOR may utilize any other remedy provided by law or equity as a result of LESSEE'S default(s).

#### **XIV. NON-DISCRIMINATION**

A. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases.

B. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin, or handicap.

C. Non-compliance with subparagraphs A and B above, after written finding, shall constitute a material breach thereof and in the event of such non-compliance the LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce said subparagraphs A and B.

D. LESSEE assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E. to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

#### **XV. AUTHORIZATION**

The LESSOR represents that it has the authority to enter into this concession Agreement and grant the rights contained herein to LESSEE.

If LESSEE is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

If LESSEE is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it. A copy of current official certificate of incorporation shall be provided the Airport.

#### **XVI. WAIVER**

Should LESSEE breach any of its obligations hereunder, the LESSOR nevertheless may thereafter accept from LESSEE any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the LESSOR'S right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the LESSOR of any default, breach, or omission of LESSEE under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

## **XVII. NOTICES**

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail. All notices shall be mailed to the addresses on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

## **XVIII. RELATIONSHIP OF PARTIES**

It is understood that the LESSOR is not in any way or for any purpose partner or joint venturer with, or agent of, LESSEE in said Provider's use of the Airport.

## **XIX. PARTIAL INVALIDITY**

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **XX. SUCCESSORS**

The provisions, covenants and conditions of this Lease shall bind, and inure to the benefit of, the legal representatives, successors and assigns of each of the parties.

## **XXI. ASSIGNMENT**

LESSEE shall not assign its interest herein without the written consent of the LESSOR. The LESSOR'S consent shall not be unreasonably withheld. If an assignment is made, the LESSEE-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless the LESSOR specifically releases LESSEE-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original LESSEE.

## **XXII. COLLATERALIZATION RIGHTS**

LESSEE shall not utilize as collateral this Concession Agreement itself, or its operating rights under this Agreement. If LESSEE assigns this Agreement, or its operating rights under this Agreement, to a third party as collateral for a loan LESSEE obtains from said third party, or to secure performance of LESSEE'S obligations under an agreement with said third party, or for any reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the LESSOR, and the assignee or lienor shall have no interest in the Agreement, nor shall assignee or lienor enjoy any operating rights upon the Airport, should LESSEE default in the payment of its loan, or performance of its agreement, with said third party.

## **XXIII. ATTORNEYS FEES**

In the event of a breach of this Agreement, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

**XXIV. NO DIVERSION**

LESSEE shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective rental car customers to a location off the Airport, in order to pick up said customer off the Airport and thereby avoid paying percentage of gross revenue rentals to the LESSOR. For example, without limiting the foregoing sentence, LESSEE shall not instruct a potential customer to utilize a hotel/motel courtesy van, to be transported off the Airport, in order to permit LESSEE to pick said customer up at a hotel and thereby avoid paying percentage of gross revenue rentals to the LESSOR. Nor shall LESSEE instruct a potential customer to utilize a taxi cab, limousine, or other form of public transportation, and offer to reimburse said customer for the cost of said transportation, in order to avoid paying percentage of gross revenue rental to the LESSOR. LESSEE'S breach of this Article shall be deemed a material breach of this Agreement.

**XXV. HEADINGS**

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

**XXVI. ENTIRE AGREEMENT**

This writing, together with the attached Exhibit, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by LESSOR and LESSEE.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

***ATTEST:***

***NANTUCKET MEMORIAL AIRPORT***

\_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

***ATTEST:***

***AIRPORT RENTAL CAR PROVIDER***

\_\_\_\_\_

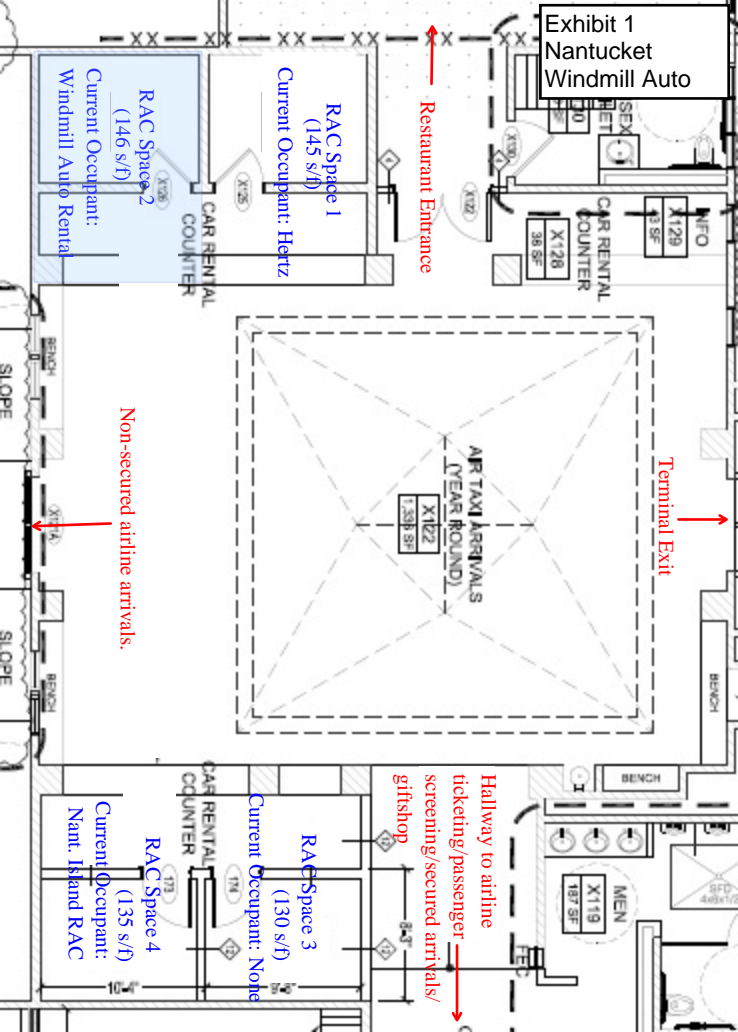
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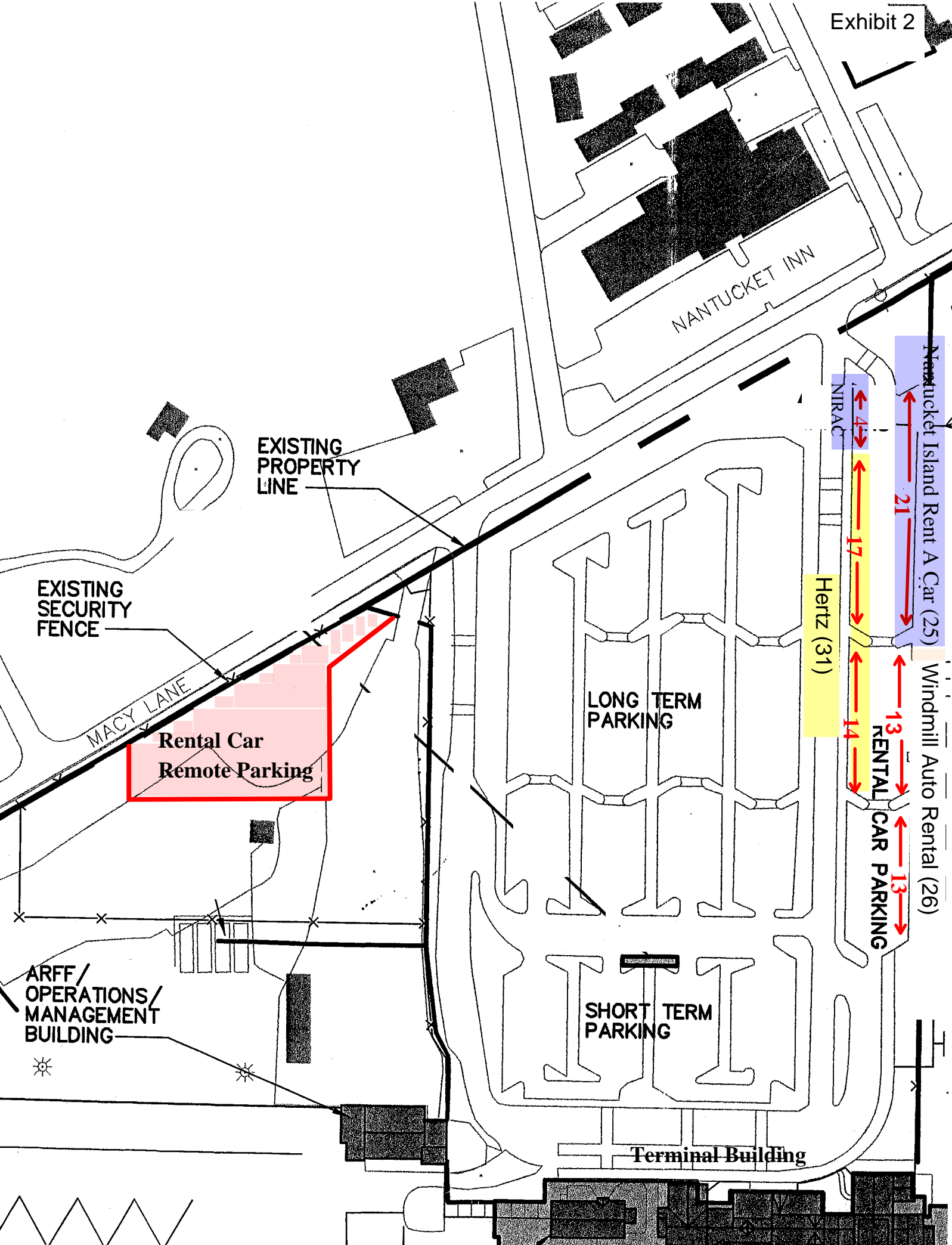
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Exhibit 1  
Nantucket  
Windmill Auto







## **Nantucket Memorial Airport Commission**

### **AIRPORT CAR RENTAL AGREEMENT**

**LESSE NAME:** The Hertz Corporation  
A Delaware Corporation

**ADDRESS:** 8501 Williams Road, 3<sup>rd</sup> Fl  
Estero, FL 33928

**PHONE:** 239-301-7305

**LOCATION:** Terminal

**INTENDED USE:** Rental Car Operations

**SPACE:** (counter/office/common)

**SIZE:** 365 TOTAL SQ. FT (Exhibit 1)

**ANNUAL RENT:** \$8,725.00

( 145 Office, 220 Common)

**ANNUAL FEES:** Business Fee \$1,500.00  
Reserved Ramp: \$6,200.00  
Remote Parking \$1,000.00

**RESERVED RAMP SPACES:**  
**31 Spaces @ \$200.00/ea (Exhibit 2)**

**REMOTE SPACES:** Unassigned

**ADDITIONAL FEES (PAYABLE MONTHLY):**  
CFC: \$4.00 per day per vehicle  
Gross Revenue Percentage: 10%

**AMOUNT IN LIEU OF TAXES:** \$187.00

**SECURITY DEPOSIT:** \$2,181.25 (Paid)

**STARTING DATE:** January 1, 2016

**ENDING DATE:** December 31, 2020

THIS AIRPORT RENTAL CAR AGREEMENT is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket MA 02554 hereinafter referred to as "LESSOR" and **The Hertz Corporation**, named above hereinafter called "LESSEE".

#### **RECITALS**

A. LESSOR owns and operates the Nantucket Memorial Airport, located in Nantucket, Massachusetts ("Airport").

B. LESSEE leases rental cars to the general public, from a location in the terminal building at the Airport as depicted on Exhibit B.

THEREFORE, in consideration of the above Recitals and the mutual promises and representations set forth below, the parties hereby agree as follows:

#### **I. OPERATING PRIVILEGES**

A. By its execution of this Agreement, LESSOR grants LESSEE the right to operate at the Airport in the usual manner of a rent-a-car business and uses ancillary thereto. All rented space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

B. LESSEE is NOT hereby authorized to lease, sell, ticket, or service its rental cars from or at the Airport, or from any improvements located upon the Airport, regardless of whether said improvements are owned or occupied by the LESSOR or an Airport tenant without written permission from the LESSOR.

C. As used in this Agreement, the term "rental cars" shall include any automobile or motor vehicle, of any kind or nature whatsoever, leased by the LESSEE to the general public.

D. Limited Use of Space. The space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the space without written consent of the LESSOR.

E. Maintenance and Use of Premises.

(1) To furnish, install and maintain in the premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE'S sole cost and expense, and all subject to the prior approval of the LESSOR or the Airport Manager of the Nantucket Memorial Airport who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(2) To exhibit no sign or advertisements in or about the premises without the prior approval of the Airport Manager.

(3) To keep its furniture, equipment and fixtures and the areas immediately adjoining the premises in a clean, safe, and sanitary condition, providing proper waste receptacles.

(4) To remedy promptly and condition or discontinue of any practice which violates rules and regulations adopted by the Commissioners or the Town of Nantucket.

F. Alterations; Additions. The LESSEE shall not make structural alterations or additions to the premises or non-structural alterations without the Airport Manager's consent thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

G. Utilities. LESSEE will have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. The LESSOR agrees to provide all other utility service and to furnish heat/air conditioning, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR'S sole obligation, provided that such installation shall be at the LESSEE'S expense and, shall be subject to the written consent of the LESSOR.

H. LESSOR'S Rights Reserved. LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(1) To adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply.

(2) To enter upon any premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE'S operation.

(3) No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

I. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The LESSOR of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

J. Surrender. The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same.

## **II. INITIAL TERM; RENEWAL TERM.**

The initial term shall be for five (5) years, starting on January 1, 2016 and ending December 31, 2020. The LESSOR, in its sole discretion, reserves the right to negotiate an extension of the contract beyond the original five (5) years. The LESSOR shall be presumed to have exercised its rights hereunder unless it shall give LESSEE written notice not less than sixty (60) days prior to the expiration of the then current term of the lease. If, after the termination of this lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, and all other provisions of this agreement shall continue to be operative.

### **III. COMPLIANCE WITH THE COMMISSION'S FEES AND CHARGES AND OTHER RULES AND REGULATIONS GOVERNING THE AIRPORT**

A. In consideration of its right to operate at the Airport, the LESSEE shall abide by each and every term of the Nantucket Memorial Airport's "Fees and Charges," as the same may be amended from time to time. A copy of said Fees and Charges is attached as Exhibit "A" and incorporated herein by this reference. By its execution of this Agreement, LESSEE warrants that it has read, and fully understands, the terms and conditions of said Fees and Charges. Should there be an inconsistency between the terms of this Agreement and the attached Fees and Charges, the terms of this Agreement shall be deemed to prevail.

B. 1. LESSEE shall observe and obey all other rules and regulations promulgated by the LESSOR and other appropriate local, state and federal entities having jurisdiction over the Airport, including the Federal Aviation Administration (FAA). In addition to, and not to the exclusion of all other applicable rules promulgated by the FAA, LESSEE agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107.

2. Should LESSEE, its customers, agents, employees, officers, or guests, violate said rules and regulations, and should said violations result in a citation or fine to the LESSOR, then LESSEE shall fully reimburse the LESSOR for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the LESSOR in defending against the citation or fine.

### **IV. FEES PAYABLE TO COMMISSION**

A. In consideration of the privilege of operating at the Airport, LESSEE shall pay to the LESSOR such consideration as is specified by the Nantucket Memorial Airport's Fees and Charges, as the same may be amended from time to time. Pursuant to the presently effective Fees and Charges, LESSEE shall pay the LESSOR:

1. Ten percent (10%) of all gross revenues which the LESSEE receives, or is entitled to receive, from the leasing of rental cars to customers picked up by said LESSEE from any point within the Airport, including but not limited to the Airport Terminal Building, any premises leased by the LESSOR to a third party doing business on the Airport, or from any other location within the Airport. Gross revenues to LESSEE shall be deemed received at the time the lease transaction occurs giving rise to LESSEE'S right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether transaction was for cash or credit, and if for credit, regardless of whether the LESSEE ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues included in the formula for determining percentage rentals owed the LESSOR and determined by LESSEE at a later date to be uncollectible shall not offset future percentage rentals owed the LESSOR. If the initial rental car contract entered into between LESSEE and a rental car customer picked up at the Airport is subsequently amended, because the customer's actual usage of the rental car differs from the usage contemplated by the original contract, and the charges to be paid by the customer are therefore different from the charges contemplated by the original contract, the percentage of gross revenues to which the LESSOR is entitled as rental hereunder shall be based upon the gross revenues to which the LESSEE is entitled to receive, under the rental car contract, as amended. Gross revenues shall not include (1) federal, state, or municipal sales taxes separately stated and collected from its customers; (2) amounts which LESSEE receives, or is entitled to receive, for the repair of damages to rental cars leased to customers.

2. Customer Facility Charge of \$4.00 per day for each customer entering into rental contracts with LESSEE. The LESSOR hereby reserves the right to increase, decrease or eliminate the Customer Facility Charge or to change the Customer Facility Charge to a charge per contract, or other method, rather than per day in its sole discretion at any time, such increases or decreases or changes to be effective as provided by the LESSOR.

(a) Collection and Remittance of Customer Contract Fees. LESSEE shall collect the Customer Facility Charge from each customer. The Customer Facility Charge shall be identified on a separate line on all rental car customer contracts, after taxes, and shall be described as "Customer Facility Charge". All Customer Facility Charges collected and/or held by the LESSEE shall (i) be held in trust by the LESSEE for the LESSOR'S benefit, and (ii) be the LESSOR'S property, and the LESSEE acknowledges and agrees that it shall have only a possessory interest (not an equitable interest) in such Customer Facility Charges. Any such Customer Facility Charges collected by the LESSEE shall be (i) in the amount established by the LESSOR from time to time for all rental car operators doing business at the Airport, and (iii) collected from all customers, including without limitation all customers receiving complimentary or discounted car rental under the LESSEE'S bona fide marketing plans. All Customer Facility Charges so collected shall be remitted to the LESSOR on or before the 10<sup>th</sup> day of the immediately succeeding month.

(b) The LESSEE shall maintain records and controls that are sufficient to demonstrate the correctness of any such Customer Facility Charge collected by LESSEE and the amount of the Customer Facility Charge remitted to the LESSOR. The records shall be available for inspection and examination by the LESSOR or its duly authorized representatives at all times.

B. LESSEE shall pay its Fees set forth above for each month this Agreement is in effect, in arrears, on or before the 10th day of the immediately succeeding month. Said monthly payment shall be paid at the Airport Manager's Office. At the same time that LESSEE pays its monthly percentage rental, LESSEE shall provide the Airport Manager with an itemized statement showing the name of each customer during the previous month; the date and time of each transaction; the amount of gross revenues, as defined herein, to which Provider is entitled to receive from each transaction, and the total amount of gross revenues, as defined herein, Provider is entitled to receive from customers during the preceding month. The failure of the LESSEE to provide LESSOR with an accurate statement each month and the gross revenues Provider has enjoyed during the previous month shall be deemed a material breach of this Agreement.

C. Percentage rentals, and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

D. LESSOR hereby reserves the right to amend the attached Fees and Charges, revising the consideration to be paid by LESSEE for the privilege of operating at the Airport. By its execution of this Agreement, LESSEE agrees to pay the consideration required by the revised Fees and Charges, commencing with the first day of the month following the month in which LESSEE receives written notice of the revised Fees and Charges, should LESSEE continue to operate at the Airport on or after the first day of the month following the month of its receipt of said notice.

## **V. BOOKS AND RECORDS**

LESSEE must maintain full and accurate books of account and records from which gross revenue, as defined herein, and the amount of percentage rental owed the LESSOR hereunder, can be determined, according to standard and accepted accounting practices. The books of account and records that LESSEE must maintain must include, but need not be limited to, its rental car

contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns, regardless of whether said records involve customers picked up at the Airport or elsewhere, and all Airport-related revenue reports submitted by LESSEE to its franchisor. In lieu of maintaining the books of account and records required herein, LESSEE may maintain computer records instead, provided that the LESSOR determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as LESSOR may request in writing.

## **VI. AUDITS**

The LESSOR reserves the right to conduct audits of LESSEE'S books of account and records, which audits may be conducted only upon reasonable notice to LESSEE and during LESSEE'S normal weekday business hours. For purposes of this Agreement, the annual audit period shall be deemed to commence on April 1 of each year the Agreement is in effect, and to conclude at the end of March of the ensuing year. In performing said audits, LESSOR shall be entitled to review, and LESSEE shall be obligated to provide to the LESSOR, all of the books of account and records that LESSEE is obligated to maintain pursuant to Article V, above, as well as such other documents and files in LESSEE'S possession, custody or control at the time LESSOR advises LESSEE of its desire to audit LESSEE'S records, that the LESSOR, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of gross revenues enjoyed by LESSEE, and the correct amount of percentage rental owed by LESSEE to the LESSOR, for the annual period involved. Should LESSEE fail to maintain the books of account and records required to be maintained pursuant to Article V, above, or should LESSEE fail to permit LESSOR or its auditor to review LESSEE'S books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows percentage rentals and other charges that should have been paid to the LESSOR by the LESSEE pursuant to this Agreement were understated or underpaid for the annual period involved, LESSEE shall, within thirty (30) days notice of any such deficiency, pay to the LESSOR the full amount underpaid, plus one and one-half percent (1.5) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total percentage rental that was owed by LESSEE to the LESSOR for the annual period involved, LESSEE, in addition to paying the LESSOR the underpayment owed, shall reimburse the LESSOR for the cost of the audit up to but not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the LESSOR by LESSEE, the LESSOR shall refund the amount of overpayment to LESSEE within thirty (30) days of said audit. The LESSOR shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the LESSOR'S rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

## **VII. NOTICES OF PRICES**

LESSEE shall provide the LESSOR with a statement of the fees for rental cars and related services it has charged or is charging, to past, present or prospective customers picked up at the Airport within fifteen (15) days of a written request for said prices by the LESSOR.

## **VIII. RENTAL CARS**

LESSEE agrees to keep the rental cars used in its rental car fleet serving the Airport in good operating order and repair, and that it will not rent any rental car to any party which is not in good operating order and repair, or which may be hazardous to the person renting the same or to the general public. Nothing herein shall be interpreted as obligating the LESSOR to inspect LESSEE'S rental cars serving the Airport to ensure that said rental cars are in good condition and repair, and the LESSOR shall not be liable to any third person who suffers personal injury or property damage as a result of a rental car leased by LESSEE to a customer picked up at the Airport that was not in good operating condition or repair.

## **IX. SECURITY DEPOSIT**

Pursuant to this Agreement, LESSEE must provide a cash security deposit in the amount of three (3) months rent to cover LESSEE'S performance of all of its obligations under this Agreement. In the event LESSEE defaults under this Agreement, as defined in paragraph XIII-A below, the LESSOR shall be entitled to withdraw a portion or all of the cash deposit pursuant to the provisions of subparagraph XIII-B-(3), below. The LESSOR hereby reserves the right to require LESSEE to post a larger deposit with the LESSOR from time to time, should LESSOR determine, in its sole discretion, that a larger deposit would be necessary to provide LESSOR with a security deposit equivalent to LESSEE'S three month average rental hereunder, based upon the rental formula in effect at the time of said increase. By its execution of this Agreement, Off Airport Rental Car Provider agrees to post said additional deposit with the LESSOR within thirty days after receipt of notice of said increase. In no event shall the security deposit required of LESSEE hereunder be less the \$1,500.00

## **X. INSURANCE AND INDEMNIFICATION**

**THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE CHANGED, MATERIALLY ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

### **ADDITIONAL INSURED:**

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (Commission)" as an additional insured.

### **Indemnification.**

LESSEE shall indemnify and hold harmless the LESSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LESSEE and the LESSOR but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the LESSEE, its officers, members,

employees, agents, representatives, contractors, customers, guests, invitees and other persons using LESSEE'S premises or otherwise arising out of any acts or omissions of the LESSEE'S employees, members, agents, and representatives.

**LESSEE'S Liability Insurance.**

The LESSEE shall maintain, with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

**Workmen's Compensation Insurance.**

LESSEE shall maintain Workman's Compensation insurance or a self-insurance plan in accordance with the laws of Massachusetts for all its employees.

**Fire Insurance:** The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

Such policies shall provide that such policies may not be materially changed, altered or canceled during its term without first giving at least ten (10) days written notice to the LESSOR.

**XI. DAMAGE TO AIRPORT**

LESSEE shall be liable for any damage to the Airport, caused by LESSEE, its board members, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which LESSEE is liable shall be made by LESSOR at LESSEE'S expense.

**XII. TAXES AND ASSESSMENTS**

LESSEE shall pay all personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than LESSOR, or that become a lien upon LESSEE, LESSOR, or the Airport, by reason of this Agreement or LESSEE'S activities hereunder. LESSOR warrants and represents that it shall not impose any taxes, assessments, or charges upon LESSEE during the term of this Agreement, other than assessments and charges authorized by this Agreement or the attached Fees and Charges. LESSEE shall have the right, by giving written notice to LESSOR of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At LESSEE'S request, LESSOR shall join in such proceeding. The expenses of such proceeding, including all of LESSOR'S costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting LESSEE in such proceeding, shall be paid by LESSEE irrespective of whether LESSOR participates in such proceeding.



### **XIII. DEFAULT AND REMEDIES**

A. The following shall constitute defaults by LESSEE:

1. The failure to pay fees, or any other monies owed under this Agreement, the attached Fees and Charges, or under any other agreement between LESSOR and LESSEE, when due, and the failure to cure said default within a period of ten (10) days following written notice of said default;

2. Any other failure by LESSEE to perform any covenant or obligation required by this Agreement, the attached Fees and Charges, or by any other agreement between LESSOR and LESSEE, and the failure to cure said default within a period of thirty (30) days following written notice of said default;

3. The acquisition of LESSEE'S interest in this Agreement by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter; or

4. The adjudication of LESSEE as bankrupt; LESSEE'S general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for LESSEE property if the appointment is not vacated within ninety (90) days.

B. If LESSEE defaults, the LESSOR may utilize any one or more of the following remedies against LESSEE. These remedies shall be considered cumulative and not in the alternative

1. The LESSOR may sue for specific performance;

2. The LESSOR may sue for all damages incurred by the LESSOR, including incidental damages, consequential damages and attorney's fees.

3. The LESSOR may utilize a portion of or all of the security deposit provided by LESSEE to remedy the default and to reimburse the LESSOR for any damages, including attorney's fees and other expenses of collection, that it may sustain. In such event, LESSEE shall not be permitted to drive upon the Airport under this Agreement until such time as it replenishes the cash deposit that satisfies the requirements of Article IX. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with subparagraph XIII-B-(4), below. LESSEE shall be required to fulfill all of the terms and conditions of this Agreement during the time it takes to replenish the cash deposit.

4. The LESSOR may terminate this Agreement, and, at the option of the LESSOR, any other agreement in effect between the LESSOR and LESSEE. The termination of these agreements, however, shall only be effective upon written notice of same provided by the LESSOR to LESSEE. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, LESSEE shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by LESSOR as a result of any default.

5. The LESSOR may utilize any other remedy provided by law or equity as a result of LESSEE'S default(s).

#### **XIV. NON-DISCRIMINATION**

A. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases.

B. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin, or handicap.

C. Non-compliance with subparagraphs A and B above, after written finding, shall constitute a material breach thereof and in the event of such non-compliance the LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce said subparagraphs A and B.

D. LESSEE assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E. to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

#### **XV. AUTHORIZATION**

The LESSOR represents that it has the authority to enter into this concession Agreement and grant the rights contained herein to LESSEE.

If LESSEE is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

If LESSEE is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it. A copy of current official certificate of incorporation shall be provided the Airport.

#### **XVI. WAIVER**

Should LESSEE breach any of its obligations hereunder, the LESSOR nevertheless may thereafter accept from LESSEE any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the LESSOR'S right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the LESSOR of any default, breach, or omission of LESSEE under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

## **XVII. NOTICES**

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail. All notices shall be mailed to the addresses on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

## **XVIII. RELATIONSHIP OF PARTIES**

It is understood that the LESSOR is not in any way or for any purpose partner or joint venturer with, or agent of, LESSEE in said Provider's use of the Airport.

## **XIX. PARTIAL INVALIDITY**

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **XX. SUCCESSORS**

The provisions, covenants and conditions of this Lease shall bind, and inure to the benefit of, the legal representatives, successors and assigns of each of the parties.

## **XXI. ASSIGNMENT**

LESSEE shall not assign its interest herein without the written consent of the LESSOR. The LESSOR'S consent shall not be unreasonably withheld. If an assignment is made, the LESSEE-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless the LESSOR specifically releases LESSEE-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original LESSEE.

## **XXII. COLLATERALIZATION RIGHTS**

LESSEE shall not utilize as collateral this Concession Agreement itself, or its operating rights under this Agreement. If LESSEE assigns this Agreement, or its operating rights under this Agreement, to a third party as collateral for a loan LESSEE obtains from said third party, or to secure performance of LESSEE'S obligations under an agreement with said third party, or for any reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the LESSOR, and the assignee or lienor shall have no interest in the Agreement, nor shall assignee or lienor enjoy any operating rights upon the Airport, should LESSEE default in the payment of its loan, or performance of its agreement, with said third party.

## **XXIII. ATTORNEYS FEES**

In the event of a breach of this Agreement, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

**XXIV. NO DIVERSION**

LESSEE shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective rental car customers to a location off the Airport, in order to pick up said customer off the Airport and thereby avoid paying percentage of gross revenue rentals to the LESSOR. For example, without limiting the foregoing sentence, LESSEE shall not instruct a potential customer to utilize a hotel/motel courtesy van, to be transported off the Airport, in order to permit LESSEE to pick said customer up at a hotel and thereby avoid paying percentage of gross revenue rentals to the LESSOR. Nor shall LESSEE instruct a potential customer to utilize a taxi cab, limousine, or other form of public transportation, and offer to reimburse said customer for the cost of said transportation, in order to avoid paying percentage of gross revenue rental to the LESSOR. LESSEE'S breach of this Article shall be deemed a material breach of this Agreement.

**XXV. HEADINGS**

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

**XXVI. ENTIRE AGREEMENT**

This writing, together with the attached Exhibit, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by LESSOR and LESSEE.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

***ATTEST:***

***NANTUCKET MEMORIAL AIRPORT***

\_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

***ATTEST:***

***AIRPORT RENTAL CAR PROVIDER***

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME:\_\_\_\_\_

TITLE:\_\_\_\_\_

DATE:\_\_\_\_\_

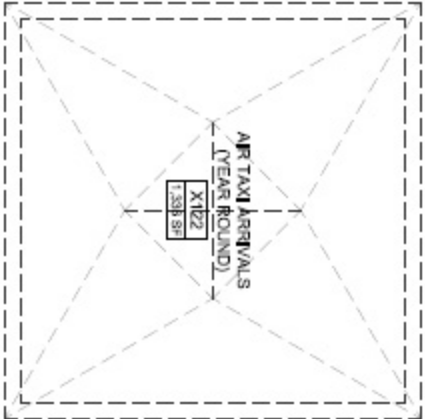
Exhibit 1  
Hertz

Restaurant Entrance

Terminal Exit

Non-secured airline arrivals.

Hallway to airline  
ticketing/passenger  
screening/secured arrivals/  
giftshop



RAC Space 1  
(145 s/f)  
Current Occupant: Hertz

RAC Space 2  
(146 s/f)

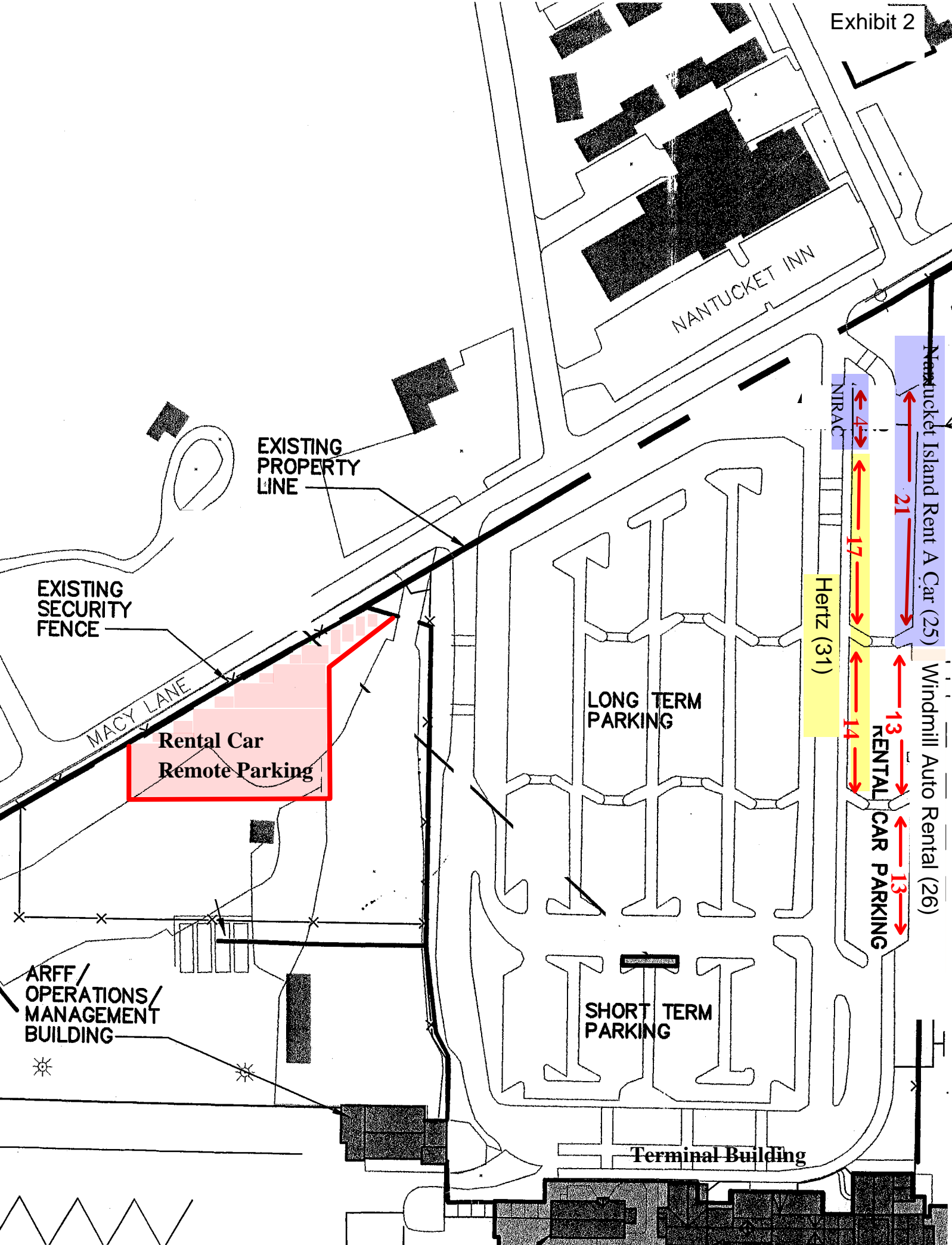
Current Occupant:  
Windmill Auto Rental

RAC Space 3  
(130 s/f)

Current Occupant: Noibe

RAC Space 4  
(135 s/f)

Current Occupant:  
Nant. Island RAC



TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT

**Declaration of Surplus Property**

The Town of Nantucket, acting by and through its Airport Commission, hereby makes the following findings:

1. The Nantucket Memorial Airport owns approximately 203,887  $\pm$  square feet of real estate located at 10 Sun Island Road, Nantucket, MA 02554 (the "Property") as depicted on the attached Exhibit A.
2. The Property is currently being held for non-aeronautical leasing purposes.
3. The interest of the Airport would be best served by leasing the Property, which is currently zoned CI (Commercial Industrial), either in part or by whole, to eligible commercial businesses as described on Exhibit B.
4. The Property has recently received fair market rental opinions, based on the layout depicted on Exhibit A, ranging from of \$.80 per square foot to \$1.15 per square foot.
5. Any proposed leasing of the Property must be approved by a vote of the Airport Commission.

WHEREFORE, the Nantucket Memorial Airport Commission hereby makes the following declarations,

1. The Property be, and hereby is, declared to be surplus Airport property.
2. The Property be, and hereby is, made available for leasing to commercial entities, as depicted on Exhibit B, for no less than \$.80 per square foot to \$1.15 per square foot for single lots, or no less than the highest amount identified per square foot for combined lots, subject to change or approval by the Nantucket Airport Commission.
3. The Airport Manager be, and hereby is, authorized and directed to take all appropriate actions in accordance with the provisions of M.G.L. c. 30B to prepare and advertise Request for Proposals for the leasing of the property; and, together with the Town of Nantucket Chief Procurement Office, evaluate all such proposals when received; and to make a recommendation to the Nantucket Memorial Airport Commission of the appropriate course of action to be taken by the Airport in connection with the anticipated leasing of all or a portion of the Property.

NANTUCKET AIRPORT COMMISSION

\_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Arthur D. Gasbarro, Vice Chair

\_\_\_\_\_  
Anthony G. Bouscaren

\_\_\_\_\_  
Andrea N. Planzer

\_\_\_\_\_  
Jeanette D. Topham



**CONCEPT A**

NANTUCKET AIRPORT

Scale : 1"= 100' Jan.15, 2015

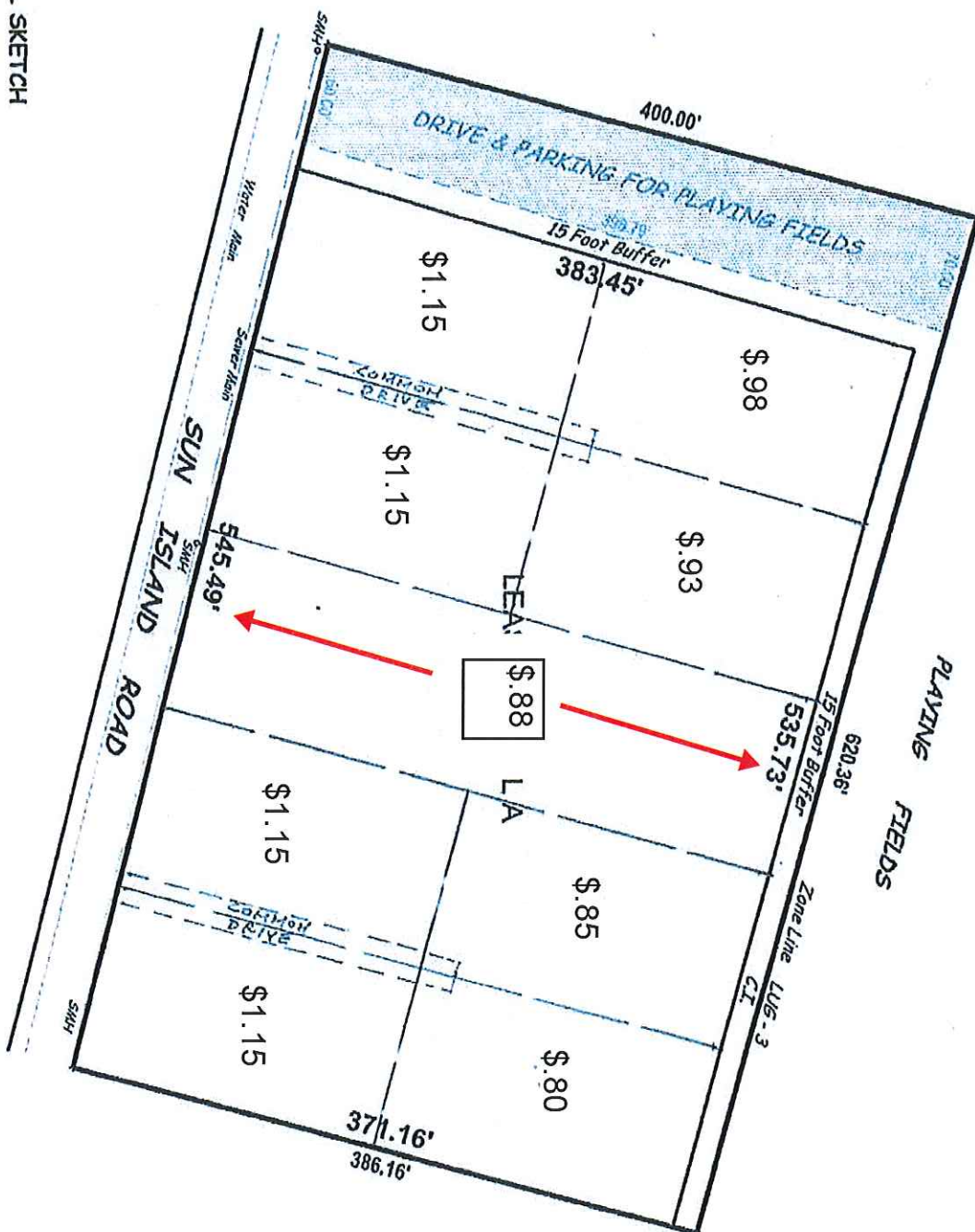
*Earle & Sullivan, Inc.*

Professional Land Surveyors

6 Youngs Way Nantucket, Ma. 02554

508-332-4808

Traverse PC



ZONING

139 Attachment 2

Town of Nantucket

Use Chart

(See § 139-7A.)

[Amended 4-6-2009 ATM by Art. 27, AG approval 8-10-2009; 4-4-2011 ATM by Arts. 58 and 61, AG approval 9-15-2011; 3-31-2012 ATM by Art. 47, AG approval 7-12-2012; 4-2-2013 ATM by Art. 30, AG approval 7-26-2013; 4-5-2014 ATM by Art. 67, AG approval 5-7-2014; 4-6-2015 ATM by Arts. 44, 47, 61, 62, 64, AG approval 8-5-2015]

A = Accessory Use as defined in § 139-15  
 FEED = Formula Business Exclusion District  
 N = No  
 SP = Special Permit issued by Zoning Board of Appeals, unless the Planning Board is designated as the special permit granting authority pursuant to another section of this chapter.  
 Y = Yes

Use	Town Residential Districts										Town Commercial Districts				Country Residential Districts				Country Commercial Districts	
	R-1 SR-1	ROH SR-1	R-5 SR-5L	R-10L SR-10L	R-20 SR-20	CDI	CMI	CN	CTEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	YN	YTEC
Primary dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A
Secondary dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A
Accessory dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Tertiary dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Apartment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Apartment building	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Garage apartment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Duplex	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Elder housing facilities	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Studio	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Garage - residential	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Shed	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Outbuildings - other	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Swimming pool - residential	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Home occupations	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Keeping of pets for personal use	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Retail sales	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Convenience store	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Alcohol sales	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Bakery	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Open-air market	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Pharmacy	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Registered marijuana dispensary	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N

NANTUCKET CODE

Use	Town Residential Districts										Town Commercial Districts						Country Residential Districts				Country Commercial Districts					
	R-1 SR-1		ROH	R-5 SOH	R-10 SR-10	R-16 SR-16	R-20 SR-20	R-40					CMI	CN	CTEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	VTEC
	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Supermarket	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Restaurants	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	SP	N	N	N	N	N	N	N
Small (up to 70 seats)	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	SP	N	N	N	N	N	N	N
Large (71-200 seats)	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Take-out food establishment	N	N	N	N	N	N	N	N	Y	Y	Y	SP/A	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Drive-through take-out food	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Tavern/Bar	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Formula businesses	N	N	N	N	N	N	N	N	Y	Y	Y	SP/A	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Retail (includes: bakery, convenience store and pharmacy)	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	N	N	N	N	N	N	N	N
Supermarket	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N
Restaurant	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N
Small (up to 70 seats)	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Large (71-200 seats)	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Take-out food establishment	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Tavern/Bar	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	SP	N	N	N	N	N	N	N	N	N
Offices	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	N	N	N	N	N	N
Theatres, auditoriums, or other places of public assembly	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Personal services	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	N	N	N	N	N	N
Print shop	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	N	N	N	N	N	N	N	N
Laundromat or dry-cleaning establishment	N	N	N	N	N	N	N	N	Y	Y	Y	SP	SP	SP	SP	SP	SP	N	N	N	N	N	N	N	N	N
Bank	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N
Automated teller machine	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	N	N	N	N	N	N
Arcade	N	N	N	N	N	N	N	N	Y	Y	Y	Y/A	Y/A	N	N	N	Y	Y	SP	N	N	N	N	N	N	N
Art gallery	N	N	N	N	N	N	N	N	Y	Y	Y	SP/A	SP/A	N	N	N	A	A	A	N	N	N	N	N	N	N
Museum	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	N	N	N	SP	SP	SP	N	N	N	N	N	N	N
Catering	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	N	N	N	N	N	N	N
Crematorium	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	SP/A	SP/A	A	N	N	N	N	N	N	N
Funeral home	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	A	A	A	N	N	N	N	N	N	N
Health spa	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N
Medical clinic	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N
Hospital	N	N	N	N	N	N	N	N	Y	Y	Y	SP	SP	N	N	N	Y	Y	N	N	N	N	N	N	N	N
Transient residential facilities	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	N
Hotel or inn	N	N	N	N	N	N	N	N	Y	Y	Y	SP	SP	SP	N	N	Y	N	SP	N	N	N	N	N	N	N
Rooming, lodging, or guest house	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N
Time-sharing/interval dwelling units	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N

# ZONING

Use	Town Residential Districts										Town Commercial Districts										Country Residential Districts				Country Commercial Districts			
	R-1 SR-1		R-2 SOH		R-5 R-10L		R-10L R-20		R-20 R-40		CDT CMI		CITEC CI		RC		RC-2		LC		V-R LUG-1		LUG-2 LUG-3		MMD		VN VTEC	
	R-1	SR-1	R-2	SOH	R-5	R-10L	R-10L	R-20	R-20	R-40	CDT	CMI	CITEC	CI	RC	RC-2	LC	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	VTEC				
Commercial Industrial	Contractor shop	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Lumberyard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Bulk merchandise retail	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Landscape contractor	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Light manufacturing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Food processing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Shed - commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Interior or exterior storage or warehousing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Motor vehicle sales	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Motor vehicle rental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Commercial Industrial	Motor vehicle repair or painting	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Motor vehicle service station	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Motor vehicle parking lots or structures	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Car wash	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Taxicab business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Bicycle rental or sale	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Maritime service station	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Yacht/Sailing clubs and marinas	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Adult uses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Asphalt/Bituminous plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Industrial	Licensed junkyard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Transfer station	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Petroleum product storage or distribution facility (i.e. tank farm)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Utility production/distribution (does not include WECS)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Mining	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Truck/Bus terminal	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Boat-related storage	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Preservation of a lot in its natural condition	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Care and propagation of fish and shellfish	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	All agricultural uses allowed by Ch. 590 of the Acts of 1989, effective 3-8-1990 (including keeping of farm animals, greenhouses, truck gardens, farms, orchards and nurseries)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Other	Centuries	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Municipal uses (any)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Tennis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Day-care center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Kennel	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Public stable	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Employer dormitory	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Neighborhood employee housing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Swimming pool - commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Recreational facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

NOTES:

\*See the definition of "transient residential facility" in § 139-2A.

## ATCT MODERNIZATION CONSTRUCTION CHANGE ORDERS

Per Policy Adopted 01/12/16

		Change Orders Approved by Manager & Ratified		Pending Change Orders > \$10K	
Maron Construction Contract	\$ 2,323,000.00	PCO 002	12/17/2015 \$ 1,555.00		
Previously Approved Change Orders	\$ 8,095.00	PCO 003	12/17/2015 \$ 6,794.00		
Total Net Change Orders to Ratify	\$ 3,185.00	PCO 004	1/4/2016 \$ (254.00)		
		PCO 5	2/1/2016 \$ 1,338.00		
New Contract Total	\$ 2,334,280.00	PCO 6	2/1/2016 \$ (1,014.00)		
		PCO 7	2/1/2016 \$ 2,908.00		
Total new CO > \$10K to Approve	\$ -	Previously Approved/Ratified	\$ 8,095.00		
Pending New Contract Total	\$ 2,334,280.00				
		New Change Orders since 2/9/16			
		CO 9	2/3/2016 \$ 4,256.00		
		CO 10	2/18/2016 \$ (1,071.00)		
		Total new Change Orders to Ratify \$ 3,185.00			
		Total Approved & Pending < \$10K	11,280.00	Total Pending > \$10K	\$0.00





1100 N. Glebe Road, Suite 500,  
Arlington, VA 22201  
Tel. 571-218-1000  
Fax 571-218-1304

## Construction Change Directive

PROJECT: Nantucket Airport Air Traffic

CHANGE ORDER NUMBER: 9  
(reference Maron's PCO#9)

OWNER ☐

Control Tower Modernization

DATE: 2/4/16

ARCHITECT: ☒

PROJECT NUMBER: FCYC0301

CONTRACTOR: ☐

FIELD: ☐

TO CONTRACTOR:

OTHER ☐

Maron Construction

180 Buttonhole Drive

PROVIDENCE, RI 02909

CONTRACT DATE: 7/14/15

CONTRACT FOR: ACK-ATCT Modernization

You are hereby directed to make the following changes to the contract:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives).

Carlisle engineering, file sub bid contractor for sprinkler work, needs to relocate sprinkler pipes in room 213 and around the new cab roof hatch. In regards to relocation of sprinkler heads in room 213, Jacobs did not receive HVAC duct work shop drawings until 1/15/16, after approval of fire sprinkler shop drawings. This resulted in installing duct work above the ceiling in room 213 prior to sprinkler sub's coordination, which subsequently led to sprinkler sub having to relocate the sprinkler pipes to fit around the ducts. In regards to relocation of sprinkler heads in the cab, Jacobs based its design on owner supplied documents and access to existing pipes in plenum was infeasible during FAA operation. In order to meet construction schedule, we recommend execution of this CCD as soon as possible.

Proposed Adjustments:

1. The proposed basis of adjustment to the Contract Sum:

- ☐ Lump Sum :  
☐ Unit Price of :  
☐ Credit of:  
☒ As follows: \$4,256.00

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any: \_\_\_\_\_

(Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER**

ARCHITECT (Firm name)  
JACOBS

CONTRACTOR (Firm name)  
Maron Construction Inc.

OWNER (Firm name)  
Nantucket Memorial Airport

ADDRESS:  
1100 N. Glebe Road, Suite 500,  
Arlington, VA 22201

ADDRESS  
180 Buttonhole Drive  
PROVIDENCE, RI 02909

ADDRESS  
14 Airport Road  
Nantucket, MA 02554

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)  
David Choi

(Typed name)

(Typed name)  
Thomas Rafter

DATE 2/4/16

DATE

DATE  
2/11/16

CAUTION: You should sign an original Contract Document, on which this text appears in red. An original assures changes will not be obscured.



## MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192  
www.maronconstruction.com • EMAIL: tmaron@mccri.com

February 3, 2016

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
Attn: Thomas Rafter/Janine Torres

Re: Nantucket Airport- ATC Tower Modernization  
Contract ACK-ATCT2015  
Nantucket, MA

PCO 009

Greetings:

The following cost is provided for relocating, adding line piping and heads in Room 213 and at the access hatch. Therefore:

Carlyle Engineering Inc.	\$3,664.49
GC OH & profit	\$549.67
Bond	<u>\$42.14</u>
Total	\$4,256.00

Very truly yours,

David Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER

**CARLYSLE ENGINEERING, INC.**

The Fire Protection People  
132 Brookside Ave.  
BOSTON, MA 02130

(617) 522-6650

TO Maron Construction

Attn: Dave Maron  
Email - Dmaron@mccri.com

# CHANGE ORDER

## ADDITIONAL WORK ORDER

PHONE	DATE 2/1/2016
JOB NAME / LOCATION Nantucket ATCT	CO #101
CONTRACT / JOB NUMBER 15089	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

Re: Added line piping and heads per Kevin Stone 2/1/16.

Material (see attached)			\$556.52
Labor	20 hour @	\$121.81	\$2,436.20
Trucking	2 hour @	\$90.00	\$180.00
Subtotal			\$3,172.72
Overhead (10%)			\$317.27
Subtotal			\$3,489.99
Profit (5%)			\$174.50
TOTAL			\$3,664.49

NOTE: This Change Order becomes part of and in conformance with the existing contract.

**We Agree** hereby to make the change(s) specified above at this price

\$3,489.99

Date of agreement: 2/1/16

Authorized  
Signature

Tom Smith

(CONTRACTOR)

Contract Sales

PREVIOUS CONTRACT AMOUNT

REVISED CONTRACT TOTAL

Payment will be made as follows:

**Accepted** — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized  
Signature

(OWNER)

Date of acceptance:



# PRICING SHEET

PAGE NO. \_\_\_\_\_ OF \_\_\_\_\_ PAGES

NAME <i>Nantucket ATCT</i>		ARCH. OR CONTRACTOR <i>Maron</i>		ESTIMATE NO.	
LOCATION		TYPE OF WORK			
ESTIMATED BY <i>JS</i>	PRICED BY	EXTENDED BY	CHECKED BY	DATE <i>2/1/16</i>	
DESCRIPTION		QUAN.	@	EXTENSION	

<i>Extra Work Per Kevin Stone</i>					
<i>1 1/4" Pipe - 10'-6"</i>	<i>3</i>	<i>6.47</i>			<i>62.93</i>
<i>1" Pipe - 10'-6"</i>	<i>3</i>	<i>4.85</i>			<i>152.77</i>
<i>1 1/4" T</i>	<i>3</i>	<i>25.18</i>			<i>84.54</i>
<i>1" Ells</i>	<i>12</i>	<i>6.96</i>			<i>83.52</i>
<i>155° Pendants</i>	<i>3</i>	<i>43.34</i>			<i>130.02</i>
<i>Hanger Assem</i>	<i>6</i>	<i>6.29</i>			<i>37.74</i>
					<i>556.52</i>

<i>Labor</i>	<i>20</i>	<i>\$121.61</i>			<i>2,436.20</i>
<i>Trucking</i>	<i>2</i>	<i>\$90</i>			<i>180 -</i>

TOTALS

Effective 1/1/2016  
Expires 3/1/2016

# Effective 1/1/2016

Base Rate

			Straight Time
			57.93
FICA	0.0765	7.65%	4.43
Fed. Unempl. Ins.	0.008	0.80%	0.46
State Unempl. Ins.	0.1287	12.87%	7.46
State Health	0.0024	0.24%	0.14
Health & Welfare			8.67
Pension			6.05
Annuity			9.75
Education & Training			0.71
Industry Promo Fund			0.35
Holiday	0.0042	0.42%	0.24
Car Fare (Flat)			1.69
U/A Training			0.10
Workmen's Comp.	0.11	11.00%	6.37
Public Liability/Property Damage	0.1708	17.08%	9.89
Umbrella	0.012	1.20%	0.70
MA Sick Time			1.93
Radio - Communications (Flat)			0.30
Tools Dues Guarantee	0.08	8.00%	4.63
TOTAL before OH & P			121.81

CARLYSLE ENGINEERING, INC.  
132 Brookside Ave., Boston, MA 02130



1100 N. Glebe Road, Suite 500,  
Arlington, VA 22201  
Tel. 571-218-1000  
Fax 571-218-1304

## ~~Construction Change Directive~~

CHANGE ORDER

PROJECT: Nantucket Airport Air Traffic

CHANGE ORDER NUMBER: 10

OWNER ☒

Control Tower Modernization

DATE: 3/1/16

ARCHITECT: ☒

PROJECT NUMBER: FCYC0301

CONTRACTOR: ☒

FIELD: ☐

TO CONTRACTOR:

OTHER ☐

Maron Construction

180 Buttonhole Drive

PROVIDENCE, RI 02909

CONTRACT DATE: 7/14/15

CONTRACT FOR: ACK-ATCT Modernization

You are hereby directed to make the following changes to the contract:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives).

At first floor stair, Jacobs recommended removal of three lengths of handrails which were originally planned to be attached to existing gypsum walls. Jacobs confirmed that NFPA 101 only requires handrail on one side of egress stair, and also confirmed with FAA for life safety criteria requirements that new wall mounted handrails are not required. Jacobs also requested Maron Construction to confirm with Building Inspector of Town of Nantucket. The inspector requested a construction control affidavit and final certificate of compliance by the architect of project for final close out. Jacobs will issue Town requested documents.

Proposed Adjustments:

1. The proposed basis of adjustment to the Contract Sum:

Lump Sum :

Unit Price of :

Credit of :

✓ As follows: \$1,071.00

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any: \_\_\_\_\_

(Note: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER**

ARCHITECT (Firm name)  
JACOBS

CONTRACTOR (Firm name)  
Maron Construction Inc.

OWNER (Firm name)  
Nantucket Memorial Airport

ADDRESS:  
1100 N. Glebe Road, Suite 500,  
Arlington, VA 22201

ADDRESS  
180 Buttonhole Drive  
PROVIDENCE, RI 02909

ADDRESS  
14 Airport Road  
Nantucket, MA 02554

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)  
David Choi

(Typed name)

(Typed name)

DATE 3/1/16

DATE

DATE



## MARON CONSTRUCTION CO., INC.

180 BUTTONHOLE DRIVE • PROVIDENCE, RI 02909 • P.O. BOX 6726 • PROVIDENCE, RI 02940 • PHONE: (401)272-4930 • FAX: (401)751-7192  
www.maronconstruction.com • EMAIL: tmaron@mccri.com

February 18, 2016

Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
Attn: Thomas Rafter/Janine Torres

**Re: Nantucket Airport- ATC Tower Modernization  
Contract ACK-ATCT2015  
Nantucket, MA**

**PCO 0010**

Greetings:

The following credit is provided for the deduction of the wall fabricated rail. Therefore:

L & L Contracting	<\$1060.00>
Bond	<u>&lt;\$11.00&gt;</u>
Total deduct	<\$1,071.00

Very truly yours,

David Maron

Cc: David Coppola, Jacobs



AN EQUAL OPPORTUNITY EMPLOYER

25 Hayward Street, Rear Braintree MA 02184

**L&L**

**CONTRACTING, INC.**

Phone: (781) 849-0770 Fax: (781) 849-0727

TO Tom Maron  
Maron Construction Co., Inc.  
180 Buttonhole Drive  
Providence, RI 02909

# CHANGE ORDER

## ADDITIONAL WORK ORDER

PHONE	DATE 2/12/2016
JOB NAME / LOCATION Modernization of the Air Traffic Control Tower at ACK Contract Number ACK-ATCT2015	
CONTRACT / JOB NUMBER Contract Number ACK-ATCT2015	JOB PHONE

We hereby agree to the change(s) or additional work specified below:

**Change Order #2**

CREDIT - Wall Rail

CREDIT for 25 lf of wall rail fabricated but not installed.

25 lf @ \$42.00

\$ (1,050.00)

NOTE: This Change Order becomes part of and in conformance with the existing contract.

**WE Agree** hereby to make the change(s) specified above at this price

\$ (1,050.00)

Date of agreement: 02.12.2016

Authorized Signature: *[Signature]*

(CONTRACTOR)

PREVIOUS CONTRACT AMOUNT

REVISED CONTRACT TOTAL

Payment will be made as follows:

**Accepted** - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized

Signature

(Owner)

Date of acceptance:



**From:** AAAE <aaaemeetings@aaae.org>  
**Sent:** Tuesday, October 06, 2015 2:09 PM  
**To:** jtorres@nantucketairport.com  
**Subject:** Save the Date for the 88th Annual AAAE Conference & Exposition

WEB VERSION | FORWARD TO A FRIEND | VISIT AAAE



**SAVE THE DATE**

May 15-18, 2016 | Houston, Texas

**THE POWER TO  
CONNECT**

88th Annual AAAE Conference & Exposition

HOSTED BY:



AMERICAN ASSOCIATION  OF AIRPORT EXECUTIVES

AAAE DELIVERS SERVICE. INNOVATION. RESULTS.



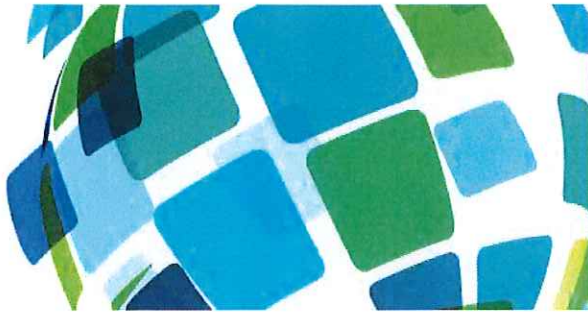
American Association of Airport Executives  
The Barclay Building, 601 Madison Street  
Alexandria, VA 22314

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88<sup>TH</sup> ANNUAL AAAE CONFERENCE & EXPOSITION  
MAY 15-18, 2016 | HOUSTON, TEXAS

## Agenda

### Tentative Agenda

#### Saturday, May 14

7:30 a.m.-3:30 p.m.	Volunteer Opportunity
8 a.m.-5 p.m.	Exhibitor Registration and Move-In
9 a.m.-5 p.m.	AAAE Accreditation Final Interviews
2-5 p.m.	Delegate Registration

#### Sunday, May 15

8 a.m.-6:30 p.m.	Delegate and Exhibitor Registration
8 a.m.-3 p.m.	Exhibitor Set-Up
8-9 a.m.	AAAE Academic/Student Chapters Workshop: Session One
8:30-9:45 a.m.	AAAE Chapter Meetings
9-12 p.m.	AAAE Accreditation/Certification Multiple Choice Exam
9 a.m.-5 p.m.	AAAE Accreditation Final Interviews
	AAAE Executive Business Meeting
10:15 a.m.-12 p.m.	<i>(open to all AAAE Airport Members)</i>
10:30 a.m.-12 p.m.	AAAE Academic/Student Chapters Workshop: Session Two
12-1 p.m.	Lunch for Airport and Academic Members Only
12-1:30 p.m.	AAAE Corporate Committee Meeting
1:30-2:30 p.m.	Airport Board Members and Commissioners Session
2-3 p.m.	Exhibitors Meeting
	First-Time Conference Attendee Orientation Session
2-3 p.m.	<i>Make the most of your first annual conference. There are multiple opportunities for networking, education, and exploring the trade show floor - we'll point you in the right direction!</i>

2:45-3:15 p.m.	Refreshment Break
3-3:30 p.m.	AAAE Academic/Student Chapters Mentor and Mentee Ice Breaker
3:15-4:45 p.m.	Concurrent Sessions
5-6:30 p.m.	Exhibit Hall Grand Opening and Corporate Appreciation Reception
5-6:30 p.m.	AAAE Silent Auction Open

### Monday, May 16

7:30 a.m.-5 p.m.	Delegate and Exhibitor Registration
7:30-9 a.m.	AAAE Committee Meetings
8 a.m.-3:30 p.m.	Exhibit Hall Open
8 a.m.-3:30 p.m.	AAAE Silent Auction Open
8-9 a.m.	Breakfast with Exhibitors
8:30-10 a.m.	AAAE Student Chapters Workshop
8:30-10 a.m.	Faculty Advisor Workshop
9-10:00 a.m.	Refreshment Break with Exhibitors
10:15-11 a.m.	Official Conference Opening Ceremonies
11 a.m.-12 p.m.	General Session I
12-1 p.m.	Lunch with Exhibitors
12-3:30 p.m.	Visit with Exhibitors and Hall Activities
1:45-3:15 p.m.	AAAE Academic/Student Chapters Workshop: Session Three
2:30-3 p.m.	Refreshment Break with Exhibitors
3:30-5 p.m.	Concurrent Sessions
6-9 p.m.	Monday Night Event- Hosted By: Houston Airport Systems

### Tuesday, May 17

8 a.m.-2:30 p.m.	Delegate and Exhibitor Registration
8 a.m.-2 p.m.	Exhibit Hall Open
8 a.m.-1 p.m.	AAAE Silent Auction Open
8-9 a.m.	Breakfast with Exhibitors
8-9 a.m.	AAAE Committee Meetings
9-10 a.m.	U.S. Contract Tower Association (USCTA) General Membership Meeting
9-10:30 a.m.	Visit with Exhibitors and Refreshment Break
9-10:30 a.m.	AAAE Academic/Student Chapters Workshop: Session Four
10:30-11:45 a.m.	General Session II
12-1 p.m.	Lunch with Exhibitors
1-4 p.m.	Airport Tours
1-5 p.m.	AAAE Accreditation Proctored Essay Examination
2:30-4 p.m.	Concurrent Sessions
2:30-6 p.m.	Exhibit Teardown and Move Out

### Wednesday, May 18



8 a.m.-3:15 p.m.	Delegate Registration
7:30-8:45 a.m.	AAAE Executive Business Breakfast and AAAE Corporate Cup Presentations <i>(All delegates welcome)</i>
9-9:30 a.m.	General Session III
9-10:30 a.m.	Concurrent Sessions
10:30-11 a.m.	Refreshment Break
10:30-11 a.m.	Student Research/Capstone Project Poster Display
11 a.m.-12:30 p.m.	Concurrent Sessions
12:30-2:30 p.m.	AAAE Awards Luncheon
5:30-6:30 p.m.	Chair's Reception
6:30-8:30 p.m.	88 <sup>th</sup> Annual Conference Final Banquet - Hosted By: Houston Airport Systems
8:30-10 p.m.	Dessert Reception - Hosted By: Long Beach Airport

## Conference Program

**David McCullough | Keynote**

### Agenda

### Committee Meetings

### Educational Tracks

### CPE Credit Information

### AAAE Academic Members/Student Chapter Sessions